



The Regular Meeting of the West Valley City Council will be held on Tuesday, February 9, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted February 4, 2016 at 10:00 AM

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Karen Lang
4. Special Recognitions
5. Approval of Minutes:
 - A. January 26, 2016
6. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

A. Public Comments

West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

- B. City Manager Comments
 - C. City Council Comments
7. Public Hearings:
- A. Accept Public Input Regarding Application No. SV-3-2015, Filed by West Valley City, Requesting to Vacate All of 2950 West (Also Known As Holmberg Street) and a Portion of 3550 South (Also Known As Leon Avenue)
- Action: Consider Ordinance No. 16-05, An Ordinance Vacating All of Holmberg Street and A Portion of Leon Avenue Located in West Valley City
8. Ordinances:
- A. 16-06: Amend Section 1-2-107 if Title 1, Consolidated Fee Schedule, of the West Valley City Municipal Code Regarding Fees at the Ridge Golf Club and Stonebridge Golf Club
9. Resolutions:
- A. 16-22: Approve a Memorandum of Understanding Between West Valley City, South Valley Services, and Utah Domestic Violence Coalition, as Partners Administering the Lethality Assessment Program- Maryland Model (LAP)
 - B. 16-23: Authorize the City to Enter Into Property Schedule No. 4 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and Financing, Inc., With Respect to a Lease for the Purchase and Replacement of Police and Fire Radio Equipment
 - C. 16-24: Authorize the City to Purchase Radio Communications Equipment from Motorola Solutions, Inc. for Use by the Police and Fire Departments
10. Consent Agenda:
- A. Reso. 16-25: Ratify the Re-Appointment of Wayne Pyle as a Member of the West Valley City Audit Review Committee, Term: February 9, 2016- December 31, 2018
 - B. Reso. 16-26: Ratify the City Manager's Re-Appointment of Cindy Adams as a Member of the West Valley City Audit Review Committee, Term: February 9, 2016- December 31, 2018
 - C. Reso. 16-27: Ratify the City Manager's Re-Appointment of Dean Lundell as a Member of the West Valley City Audit Review Committee, Term: February 9, 2016- December 31, 2018
 - D. Reso. 16-28: Ratify the City Manager's Appointment of Lars Nordfelt as a Member of the West Valley City Audit Review Committee, Term: February 9, 2016- December 31, 2018

- E. Reso. 16-29: Ratify the City Manager's Appointment of Lars Nordfelt as Chair of the West Valley City Audit Review Committee, Term: February 9, 2016- June 30, 2017
 - F. Reso. 16-30: Authorize the City to Enter Into A Right-Of-Way Contract with Kenny K. Lam, and to Accept a Warranty Deed and a Temporary Construction Easement for Property Located at 3910 West 4100 South (15-32-354-038)
 - G. Reso. 16-31: Authorize the City to Enter into a Right-Of-Way Contract with Aploinar Gutierrez and to Accept a Warranty Deed for Property Located at 4107 South 2735 West (21-04-127-010)
 - H. Reso. 16-32: Authorize the Release of a Temporary Retention Pond Easement on Lot 3C of the Chad Turpin Subdivision Lot 3 Amended Subdivision Located at 4493 South 5320 West in Favor of West Valley City
 - I. Reso. 16-33: Authorize the City to Enter Into a Right of Way Agreement with Orbital ATK, Inc. for Property Located at Approximately 6149 South Highway 111 (20-15-300-006) and to Accept Four Special Warranty Deeds, Two Perpetual Utility Easements, Two Perpetual Easements, and Four Grants of Temporary Construction Easement
 - J. Reso. 16-34: Authorize the City to Enter into a Right of Way Contract and Fence Agreement with Property Reserve, Inc. (fka Deseret Title Holding Corporation), Along with Acceptance of Quit Claim Deed, Two Public Utility Easements, and Two Temporary Construction Easements for Properties Located at 6511 and 7011 West 6200 South
- 11. Motion for Executive Session
 - 12. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – JANUARY 26, 2016

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, JANUARY 26, 2016, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Steve Vincent, Councilmember District 4

STAFF PRESENT:

Paul Isaac, Acting City Manager
Nichole Camac, City Recorder

Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
John Evans, Fire Chief
Russell Willardson, Public Works Director
Kevin Astill, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Mike Powell, Acting Police Chief
Chris Curtis, Acting CPD Director
Jake Arslanian, Public Works Department

OPENING CEREMONY

Councilmember Huynh conducted the opening ceremony and asked members of the Council, City staff and the audience to rise and recite the Pledge of Allegiance.

SPECIAL RECOGNITIONS – SCOUTS

Mayor Bigelow welcomed Scout Troop Nos. 629, 863, 808 and 703 in attendance at the meeting to complete requirements for the Citizenship in the Community and Communications merit badges.

APPROVAL OF MINUTES OF REGULAR MEETING HELD JANUARY 12, 2016

MINUTES OF COUNCIL REGULAR MEETING – JANUARY 26, 2016

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The Council read and considered Minutes of the Regular Meeting held January 12, 2016. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held January 12, 2016. Councilmember Huynh seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

COMMENT PERIOD

Upon inquiry by Mayor Bigelow there was no one in attendance who desired to address the City Council during the comment period.

A. CITY COUNCIL COMMENTS

Councilmember Vincent stated he had recently been called to be a Scout Master and was watching with interest as to how the scouts participated since he would be doing this soon.

Councilmember Christensen stated he wanted to publicly thank the Police Department, Fire Department, and Facilities for their help in Officer Doug Barney's funeral.

Mayor Bigelow concurred and stated it had been good to see support for Officer Barney as well as support for police departments in general.

ORDINANCE NO. 16-04, AMENDING SECTIONS 18-5-101, 18-5-102, AND 20-7-107 OF THE WEST VALLEY CITY MUNICIPAL CODE TO BRING THE STORM WATER ORDINANCE INTO COMPLIANCE WITH CURRENT ENGINEERING STANDARDS

Mayor Bigelow presented proposed Ordinance No. 16-04 that would amend Sections 18-5-101, 18-5-102, and 20-7-107 of the West Valley City Municipal Code to bring the Storm Water Ordinance into compliance with current engineering standards.

Written information previously provided to the City Council included the following:

Section 18-5-101 would be modified to require all development and redevelopment projects to perform a drainage analysis per the Engineering Division standards.

Section 18-5-108 would be modified to require all development to the engineering standards to determine the maximum allowable storm water discharge rate on a project. Developments had historically been required to store storm water onsite and release into the City system at a controlled rate specified by the Engineering Division. The proposed change to the ordinance would direct developers to the standards where the rate was shown on a map.

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Section 20-7-107 would be modified to provide a financial incentive to developers that implemented specific Low Impact Development (LID) techniques to a certain standard on a site. LID employed principals such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treated storm water as a resource rather than a waste product. The City was required by its State storm water permit to encourage the use of LID techniques. The proposed ordinance change would make a development eligible for the reduced Storm Water Utility Rate B if the first 0.38 inches of rain runoff was stored permanently on-site and allowed to infiltrate, evaporate or evapotranspire.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Vincent moved to approve Ordinance No. 16-04, an Ordinance Amending Sections 18-5-101, 18-5-102, and 20-7-107 of the West Valley City Municipal Code to Bring the Storm Water Ordinance Into Compliance With Current Engineering Standards. Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION NO. 16-11, AUTHORIZING THE EXECUTION OF THE ADOPTION OF PUBLIC WORKS ENGINEERING STANDARDS

Mayor Bigelow presented proposed Resolution No. 16-11 that would authorize the execution of the adoption of West Valley City Public Works Engineering Standards.

Written information previously provided to the City Council included the following:

Engineering standards, as prepared by the Public Works Department, provided for the uniform and quality construction of public improvements to be installed by private developers. The Engineering Division had compiled previous engineering standards and procedures into a single document to be made available to the public. The standards

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provided guidance to private developers, contractors, utility companies and other individuals working in the City's right-of-way.

A more substantial change included in the new standards would be requirement of new development and redevelopment projects to prepare a drainage analysis that would include the evaluation and potential implementation of Low Impact Development (LID) techniques. LID employed principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treated storm water as a resource rather than a waste product. The City was required, through its Storm Water Permit from the State of Utah, to encourage LID in new development and redevelopment projects.

As required by Utah State Code and City Code, engineering standards were to be adopted by the City Council prior to taking effect, and any future modifications to the standards would be presented to the Council for adoption as well.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Buhler moved to approve Resolution No. 16-11, a Resolution Authorizing the Execution of the Adoption of Public Works Engineering Standards. Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION NO. 16-12, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN WEST VALLEY CITY AND ENSIGN DEVELOPMENT, INC. TO REIMBURSE ENSIGN DEVELOPMENT FOR CERTAIN STORMWATER FACILITIES EXPENSES

Mayor Bigelow presented proposed Resolution No. 16-12 that would authorize the execution of a Reimbursement Agreement between West Valley City and Ensign Development, Inc. in the amount of \$52,276.00, to reimburse Ensign Development for certain stormwater facilities expenses.

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Written information previously provided to the City Council included the following:

Development of the Thomasville Manor Subdivision on 3500 South at approximately 7000 West required piping of existing ditches that were considered to be part of an intermediate drainage system facility eligible for reimbursement from the City under Title 18.

The project necessitated construction of nearly 1,400 feet of large diameter pipe to accommodate substantial flows coming from the areas south of 3500 South and west of the development. The subject agreement would allow the City to reimburse Ensign Development for the construction of those drainage facilities.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Lang moved to approve Resolution No. 16-12, a Resolution Authorizing the Execution of an Agreement Between West Valley City and Ensign Development, Inc. to Reimburse Ensign Development for Certain Stormwater Facilities Expenses. Councilmember Vincent seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSENT AGENDA

- A. **RESOLUTION NO. 16-13, AUTHORIZING THE ACCEPTANCE OF A STORM DRAIN EASEMENT FROM ERIC D. BISHOP, INC., ADAMS BAY LIGHTHOUSE INVESTMENT, LLC AND THE ERIC D. BISHOP, INC. PENSION & PROFIT SHARING TRUST (GRANTORS) IN FAVOR OF WEST VALLEY CITY, ACROSS PROPERTIES OWNED BY THE AMENDED AND RESTATED MILDRED L. DEFA FAMILY TRUST (14-34-276-045) AND SPANGLER FAMILY TRUST (14-34-276-044)**

Mayor Bigelow presented proposed Resolution No. 16-13 that would authorize the acceptance of a Storm Drain Easement from Eric D. Bishop, Inc., Adams Bay

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Lighthouse Investment, LLC and the Eric D. Bishop, Inc. Pension & Profit Sharing Trust (Grantors) in favor of West Valley City, across properties owned by the Amended and Restated Mildred L. Defa Family Trust (14-34-276-045) and Spangler Family Trust (14-34-276-044).

Written information previously provided to the City Council included the following:

The subject easement would allow for storm water from the proposed Clearstone Estates Phase 2 Subdivision to be piped to the City storm drain in 6400 West.

Underlying property for the proposed Clearstone Estates Phase 2 Subdivision included a 16-foot easement for storm drain and other utilities across the Defa and Spangler properties. In order for a public storm drain to be constructed across the properties, it would be necessary for Eric Bishop, et al, to convey their interest in a storm drain easement to West Valley City.

B. RESOLUTION NO. 16-14, AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY CONTRACT WITH CLINE MILLS AND RENA G. MILLS, TRUSTEES OF THE MILLS FAMILY TRUST (GRANTORS) AND TO ACCEPT A TEMPORARY CONSTRUCTION EASEMENT FOR PROPERTY LOCATED AT 3904 WEST AND 4100 SOUTH (15-32-354-022)

Mayor Bigelow presented proposed Resolution No. 16-14 that would authorize the City to enter into a Right-of-Way Contract with Cline Mills and Rena G. Mills, Trustees of the Mills Family Trust (Grantors) and to accept a Temporary Construction Easement for property located at 3904 West and 4100 South (15-32-354-022).

Written information previously provided to the City Council included the following:

Cline Mills and Rena G. Mills, Trustees of the Mills Trust, dated June 3, 2008, had signed a Right-of-Way Contract and Temporary Construction Easement for property located at 3904 West 4100 South.

The Mills Family Trust parcel was one of the properties affected by the 4100 South: 4000 West, 2700 West and 1300 West Signal Improvement Project. The subject project would widen intersection and improve signals at those locations. Acquisition from the Mills Family Trust did not require additional right-of-way, however a Temporary Construction Easement would be needed to facilitate construction of the project. Compensation for purchase of the easement and

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improvements would be in the amount of \$1,125.00 based on the compensation estimate prepared by the DH Group, LLC.

The project was being funded under the Highway Safety Improvement Program (9HSIP) with federal funds. Under a previously executed federal aid agreement, the City was responsible for 6.77% of all project costs, including right-of-way. With the total value of the easement for this acquisition being \$1,125.00, West Valley City's share would be \$76.16.

C. **RESOLUTION NO. 16-15, AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY CONTRACT WITH NEIL R. LUND AND SUSAN H. LUND, AND TO ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT FOR PROPERTY LOCATED AT 4094 SOUTH CONSTITUTION BOULEVARD (15-33-380-013)**

Mayor Bigelow presented proposed Resolution No. 16-15 that would authorize the City to enter into a Right-of-Way Contract with Neil R. Lund and Susan H. Lund, and to accept a Warranty Deed and a Temporary Construction Easement for property located at 4094 South Constitution Boulevard (15-33-380-013).

Written information previously provided to the City Council included the following:

Neil R. Lund and Susan H. Lund had signed a Right-of-Way Contract, Warranty Deed and two Temporary Construction Easements for the above-referenced property.

The Lund parcel was one of the properties affected by the 4100 South: 4000 West, 2700 West and 1300 West Signal Improvements Project. The project would widen the intersection and improve signals at those locations. Acquisition included 64 square feet of right-of-way and compensation would be in the amount of \$1,400.00 based on an appraisal report prepared by the DH Group, LLC.

The project was being funded under the Highway Safety Improvement Program (HSIP) with federal funds. Under a previously executed federal aid agreement, the City was responsible for 6.77% of all project costs, including right-of-way. With the total value of the easement for acquisition being \$1,125.00, the City's share would be \$94.78.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Vincent moved to approve Resolution Nos. 16-13, 16-14 and 16-15 as presented on the Consent Agenda. Councilmember Nordfelt seconded the motion.

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A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Councilmember Huynh all voted in favor to adjourn

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, JANUARY 26, 2016, WAS ADJOURNED AT 6:45 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, January 26, 2016.

Nichole Camac
City Recorder

ITEM #: _____
 Fiscal Impact: _____
 Funding Source: _____
 Account #: _____
 Budget Opening Required: _____

ISSUE:

SV-3-2015 Holmberg Street (2950 West) and 3550 South (Leon Ave) Vacation

SYNOPSIS:

Proposal: Vacate all of Holmberg Street (2950 West and a portion of 3550 South (Leon Avenue)
Location: 2950 West 3550 South

BACKGROUND

The West Valley City Community & Economic Development Department is requesting a street vacation for all of 3550 South (Leon Avenue) and for the remaining portion of Holmberg Street (2950 West) platted as part of the Holmberg and Lehman Amended Subdivisions.

The Holmberg Subdivision was recorded with the Office of the Salt Lake County Recorder in 1959. The southern portion of Holmberg Street was platted as part of the Lehman Amended Subdivision which was recorded in 1958. The request to vacate these rights-of-way is in anticipation of future development in the City Center Zone.

The Redevelopment Agency of West Valley City owns all of the property that abuts these streets. As plans move forward regarding future development within the City Center, additional modifications to subdivided lots along with various easements will need to take place.

According to the City Center Master Plan, the areas surrounding the proposed vacated streets is anticipated to be mixed use and residential development. To replace the proposed vacated right-of-way of Holmberg Street, a new road will be constructed at approximately 3030 West. This road will extend from 3500 South to Lancer Way. Although it is not known when this road will be constructed, it will provide similar access for residents who have become accustomed to using Holmberg Street.

RECOMMENDATION:

The Planning Commission voted to approve the Holmberg street vacation application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

**AN ORDINANCE VACATING ALL OF 2950 WEST (ALSO
KNOWN AS HOLMBERG STREET) AND A PORTION OF 3550
SOUTH (ALSO KNOWN AS LEON AVENUE) LOCATED IN
WEST VALLEY CITY UTAH**

WHEREAS, the City is in receipt of petition SV-3-2015, proposing a street vacation to all of 2950 West (Holmberg Street) and to a portion of 3550 South (Leon Avenue); and

WHEREAS, the purpose for the vacation is to help facilitate future development within the City Center; and

WHEREAS, proper notice was given and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

WHEREAS, the City Council finds that after the public hearing, that there is good cause for the street vacation, and that neither the public nor any person will be materially injured by the proposed vacation and that the approval is in the best interest of the health, safety and welfare of the citizens of West Valley City; and

NOW THEREFORE, BE IT ORDAINED by the City Council of West Valley City, State of Utah, as follows:

Section 1. That the vacation to all of 2950 West (Also known as Holmberg Street) Exhibit "A" and to a portion of 3550 South (Also known as Leon Avenue) Exhibit "B" as shown in Petition SV-3-2015, is hereby approved.

Section 2. This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.

Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder's Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this _____ day of _____ 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

EXHIBIT "A"

All of 2950 West (Also known as Holmberg Street), as shown on the Amended Plat of Lehman Subdivision as recorded in Book V at Page 91 in the Office of the Salt Lake County Recorder.

EXHIBIT "B"

A portion of 3550 South (Also known as Leon Avenue) per Holmberg Subdivision, according to the official plat thereof as recorded in Book U at Page 52 in the Office of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Northwest corner of Lot 15 of said Holmberg Subdivision, and running thence North 00°00'20" East 50.00 feet along the westerly boundary of said subdivision to the Southwest corner of Lot 14 of said subdivision; thence North 89°53'20" East 396.00 feet along the northerly right-of-way line of said 3550 South to the Southeast corner of lot 2 of said Holmberg Subdivision; thence South 00°00'20" West 50.00 feet to the Northwest corner of Lot 1 of said subdivision; thence South 89°53'20" West 396.00 feet along the southerly right-of-way line of 3550 South to the point of beginning.

SV-3-2015
Leon Avenue and Holmberg Street Vacation
3550 South 2950 West

BACKGROUND

The West Valley City Community & Economic Development Department is requesting a street vacation for all of Leon Avenue (3550 South) and for the remaining portion of Holmberg Street (2950 West) platted as part of the Holmberg and Lehman Amended Subdivisions.

The Holmberg Subdivision was recorded with the Office of the Salt Lake County Recorder in 1959. The southern portion of Holmberg Street was platted as part of the Lehman Amended Subdivision which was recorded in 1958. The request to vacate these rights-of-way is in anticipation of future development in the City Center Zone.

The Redevelopment Agency of West Valley City owns all of the property that abuts these streets. As plans move forward regarding future development within the City Center, additional modifications to subdivided lots along with various easements will need to take place.

According to the City Center Master Plan, the areas surrounding the proposed vacated streets is anticipated to be mixed use and residential development. To replace the proposed vacated right-of-way of Holmberg Street, a new road will be constructed at approximately 3030 West. This road will extend from 3500 South to Lancer Way. Although it is not known when this road will be constructed, it will provide similar access for residents who have become accustomed to using Holmberg Street.

According to City ordinance, streets and/or alley vacations shall be reviewed by the Planning Commission with a recommendation to the City Council.

RECOMMENDATION

1. Approval of the street vacation plat.
2. Continue the application due to issues raised at the public hearing.

Discussion: Don Kidman asked how this application will affect Lehman Ave. Steve Lehman said Lehman Ave. is not impacted by this application, the only streets that will be vacated are the rest of Holmberg Street and 3550 South.

Motion: Commissioner Tupou motioned to approve the street vacation.

Commissioner Meaders seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes
Chairman Thomas	Yes

Unanimous – SV-3-2015 - Approved

SV-3-2015 Petition by **WEST VALLEY CITY COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT** requesting **consideration to vacate** all of Leon Avenue (3550 South) and the remaining portion of Holmberg Street (2950 West) as platted within the Holmberg Subdivision. (Staff - **Steve Lehman** at 801-963-3311)



SV-3-2015 Petition by **WEST VALLEY CITY COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT** requesting **consideration to vacate** all of Leon Avenue (3550 South) and the remaining portion of Holmberg Street (2950 West) as platted within the Holmberg Subdivision. (Staff - **Steve Lehman** at 801-963-3311)



Item #:	
Fiscal Impact:	Revenue
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

An ordinance to amend Section 1-2-107 of the West Valley City Municipal Code to update the Consolidated Fee Schedule of fees charged at City golf courses.

SYNOPSIS:

Parks and Recreation requests fee increases at West Valley City's golf courses, as indicated on the attached price sheet.

BACKGROUND:

The Parks and Recreation Department charges fees to recover the costs of services and activities offered to the public. Fees are adjusted as the cost of labor, supplies, and utilities increase. The City's Consolidated Fee Schedule should reflect the current fees being charged for services and activities in Parks and Recreation. The current established fees at the City's golf courses are represented on the attached price sheet and incorporated into the proposed ordinance amendment.

RECOMMENDATION:

City staff recommends approval of the ordinance.

SUBMITTED BY:

Kevin Astill, Parks and Recreation Director

WEST VALLEY CITY, UTAH
ORDINANCE NO. _____

Draft Date: _____

Date Adopted: _____

Date Effective: _____

**AN ORDINANCE AMENDING SECTION 1-2-107 OF TITLE 1,
CONSOLIDATED FEE SCHEDULE, OF THE WEST VALLEY
CITY MUNICIPAL CODE REGARDING FEES AT THE
RIDGE GOLF CLUB AND STONEBRIDGE GOLF CLUB.**

WHEREAS, Title 1 of the West Valley City Municipal Code governs fees for City services and facilities including City golf courses; and

WHEREAS, Section 1-2-107(4) sets forth fees charged at The Ridge Golf Club and Section 1-2-107(5) specifies the fees at Stonebridge Golf Club; and

WHEREAS, fees charged by the Parks and Recreation Department for services and activities offered to the public must be increased from time to time to reflect increased cost of supplies, utilities, and labor; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 1-2-107(4) and Section 1-2-107(5) of the West Valley City Municipal Code;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah:

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Section 1-2-107(4) and Section 1-2-107(5) are hereby amended as follows:

1-2-107. PARKS AND RECREATION DEPARTMENT.

(4) The Ridge Golf Club:

a. 9 holes:

i. Green fees - ~~\$15~~ \$16

- 31 ii. Power Carts - \$7
- 32 iii. Pull carts - \$3
- 33 iv. Club rental - ~~\$10~~ \$15
- 34 b. 18 holes:
- 35 i. Green fees - ~~\$30~~ \$32
- 36 ii. Power Carts - \$14
- 37 iii. Pull carts - \$5
- 38 iv. Club rental - ~~\$20~~ \$25
- 39 c. Juniors, 9 holes (Monday-Friday anytime, weekends and holidays after
- 40 1:00 p.m.) - \$8
- 41 d. Juniors, 18 holes (Monday-Friday anytime, weekends and holidays after
- 42 1:00 p.m.) - \$15
- 43 e. Seniors, 9 holes (Monday-Friday anytime, weekends and holidays after
- 44 1:00 p.m.) - ~~\$9~~ \$10
- 45 f. Seniors, 18 holes (Monday-Friday anytime, weekends and holidays after
- 46 1:00 p.m.) - ~~\$18~~ \$20
- 47 g. Early Bird, 9 holes (Monday – Friday before 8 a.m. when Daylight
- 48 Savings time is in effect) - ~~\$17~~ \$23, includes cart
- 49 h. Early Bird, 18 holes (Monday – Friday before 8 a.m. when Daylight
- 50 Savings time is in effect) – ~~\$34~~ \$46, includes cart
- 51 i. Twilite (after 3:00 p.m. any day when Daylight Savings time is in effect) -
- 52 ~~\$30~~ \$32, includes cart
- 53 j. Passes:
- 54 i. Players Pass (Monday – Friday anytime, weekends & holidays
- 55 after 1:00 p.m.) - ~~\$199.95~~ \$249.95
- 56 ii. Players Pass 9/18 holes (Monday – Friday anytime, weekends &
- 57 holidays after 1:00 p.m.) - ~~\$8~~ \$12
- 58 iii. Players Pass Cart 9/18 holes - ~~\$8~~ \$12 (Monday – Friday anytime,
- 59 weekends & holidays after 1:00 p.m.)
- 60 iv. Players Pass 18 holes (weekend & holidays before 1:00 p.m.,
- 61 includes cart) - ~~\$30~~ \$35

- 62 v. Players Pass Guest 18 holes - ~~\$25~~ \$35
- 63 vi. Punch Pass 10 rounds of 9 holes - ~~\$100~~ \$110
- 64 k. Driving range:
- 65 i. Range balls, small bucket - \$4
- 66 ii. Range balls, large bucket - \$7
- 67 iii. Players Pass Small Bucket - \$2.50
- 68 iv. Players Pass Large Budget - \$5
- 69 v. 10-Token driving range pass - \$35
- 70 vi. Annual driving range pass - \$350
- 71 l. Tournaments:
- 72 i. Monday – Thursday, includes cart and merchandise - ~~\$42~~ \$50
- 73 ii. Friday – Sunday, includes cart and merchandise - ~~\$47~~ \$60
- 74 m. Temporary fee discounts: The Parks and Recreation Director is authorized
- 75 to implement temporary fee discounts to stimulate play and increase
- 76 revenues. The Parks and Recreation Director shall notify the City
- 77 Manager of any such discounts following the implementation or approval
- 78 of any said discounts.
- 79 (5) Stonebridge Golf Course
- 80 a. 9 holes:
- 81 i. Green Fees - ~~\$15~~ \$16
- 82 ii. Power Carts - \$7
- 83 iii. Pull Carts - \$3
- 84 iv. Club Rental - \$15
- 85 b. 18 holes:
- 86 i. Green Fees - ~~\$30~~ \$32
- 87 ii. Power Carts - \$14
- 88 iii. Pull Carts - \$5
- 89 iv. Club Rental - \$25
- 90 c. Juniors, 9 holes (Monday – Friday anytime, weekends & holidays after
- 91 1:00 p.m.) - \$8

- d. Juniors, 18 holes (Monday – Friday anytime, weekends & holidays after 1:00 p.m.) - ~~\$13~~ \$15
- e. Seniors, 9 holes (Monday – Friday anytime, weekends & holidays after 1:00 p.m.) - ~~\$9~~ \$10
- f. Seniors, 18 holes (Monday – Friday anytime, weekends & holidays after 1:00 p.m.) - ~~\$18~~ \$20
- g. Early Bird, 9 holes (Monday – Friday before 8 a.m. when Daylight Savings time is in effect) - ~~\$13.50~~ \$23.00
- h. Twilite (after 3:00 p.m. any day when Daylight Savings time is in effect) - ~~\$34~~ \$32
- i. Passes:
- i. Players Pass (Monday – Friday anytime, weekends & holidays after 1:00 p.m.) - ~~\$199.95~~ \$249.95
 - ii. Players Pass 9/18 holes (Monday – Friday anytime, weekends & holidays after 1:00 p.m.) - ~~\$8~~ \$12
 - iii. Players Pass 18 holes (weekend & holidays before 1:00 p.m., includes cart) - ~~\$30~~ \$35
 - iv. Players Pass Cart 9/18 holes (Monday – Friday anytime, weekends & holidays after 1:00 p.m.) - ~~\$8~~ \$12
 - v. Players Pass Guest 18 holes - ~~\$25~~ \$35
 - vi. Punch Pass 10 rounds of 9 holes - ~~\$100~~ \$110 (~~\$75~~ \$85 for Lake Park employees, must show Lake Park employee ID to purchase)
- j. Driving Range:
- i. Range Balls, small bucket - ~~\$3.50~~ \$4
 - ii. Range Balls, large bucket -- ~~\$6~~ \$7
 - iii. Players Pass Small Bucket - \$2.50
 - iv. Players Pass Large Bucket - \$5
 - v. 10-Token driving range pass - \$35 (\$25 for Lake Park employees, must show Lake Park employee ID to purchase)
 - vi. Annual driving range pass - ~~\$250~~ \$350
 - vii.

123 k. Tournaments:
124 i. Monday – Thursday, includes cart and merchandise - ~~\$42~~ \$50
125 ii. Friday – Sunday, includes cart and merchandise - ~~\$47~~ \$60
126 **Section 3. Severability.** If any provision of this Ordinance is declared to be
127 invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.
128 **Section 4. Effective Date.** This Ordinance shall take effect immediately
129 upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

The Ridge Golf Club

Fee Schedule

DESCRIPTION	CURRENT FEE	PROPOSED FEE	WHEN VALID
A. 9 holes:			
i. Green Fees	\$15.00	\$16.00	Anytime
ii. Power carts	\$7.00	\$7.00	Anytime
iii. Pull carts	\$3.00	\$3.00	Anytime
iv. Club rental	\$10.00	\$15.00	Anytime
B. 18 holes:			
i. Green Fees	\$30.00	\$32.00	Anytime
ii. Power carts	\$14.00	\$14.00	Anytime
iii. Pull carts	\$5.00	\$5.00	Anytime
iv. Club rental	\$20.00	\$25.00	Anytime
C. Juniors, 9 holes	\$8.00	\$8.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (7-17 years old).
D. Juniors, 18 holes	\$15.00	\$15.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (7-17 years old).
E. Seniors, 9 holes	\$9.00	\$10.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (60 and older).
F. Seniors, 18 holes	\$18.00	\$20.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (60 and older).
G. Early Bird, 9 holes includes cart	\$17.00	\$23.00	Monday-Friday anytime before 8:00 am, during daylight savings only.
H. Early Bird, 18 holes includes cart	\$34.00	\$46.00	Monday-Friday anytime before 8:00 am, during daylight savings only.
I. Twilight, 18 holes includes cart	\$30.00	\$32.00	Anytime after 3:00 pm, 7-days a week during daylight savings only.
J. Passes:			
i. Players Pass	\$199.95	\$249.95	Monday-Friday anytime, weekends and holidays after 1:00 pm.
ii. Players Pass 9/18 holes	\$8.00	\$12.00	Monday-Friday anytime, weekends and holidays after 1:00 pm.
iii. Players Pass cart 9/18 holes	\$8.00	\$12.00	Monday-Friday anytime, weekends and holidays after 1:00 pm.
iv. Players Pass 18 holes includes cart	\$30.00	\$35.00	Weekends and holidays before 1:00 pm.
v. Players Pass Guest, 18 holes	\$25.00	\$35.00	Anytime
vi. Punch Pass, 10-rounds of 9 holes	\$100.00	\$110.00	Monday-Friday anytime, excluding holidays.
K. Driving Range:			
i. Range balls, small bucket	\$4.00	\$4.00	Anytime
ii. Range balls, large bucket	\$7.00	\$7.00	Anytime
iii. Players Pass small bucket	\$2.50	\$2.50	Anytime
iv. Players Pass large bucket	\$5.00	\$5.00	Anytime
v. 10-token driving range pass	\$35.00	\$35.00	Anytime
vi. Annual driving range pass	\$350.00	\$350.00	Anytime
L. Tournaments:			
i. Monday-Thursday includes cart and merchandise	\$42.00	\$50.00	Monday-Thursday anytime
ii. Friday-Sunday includes cart and merchandise	\$47.00	\$60.00	Friday-Sunday anytime
M. Temporary Fee Discounts	The Parks and Recreation Director is authorized to implement temporary fee discounts to stimulate play and increase revenues. The Parks and Recreation Director shall notify the City Manager of any such discounts following the implementation or approval of any said discounts.		

Stonebridge Golf Club

Fee Schedule

DESCRIPTION	CURRENT FEE	PROPOSED FEE	WHEN VALID
A. 9 holes:			
i. Green Fees	\$15.00	\$16.00	Anytime
ii. Power carts	\$7.00	\$7.00	Anytime
iii. Pull carts	\$3.00	\$3.00	Anytime
iv. Club rental	\$15.00	\$15.00	Anytime
B. 18 holes:			
i. Green Fees	\$30.00	\$32.00	Anytime
ii. Power carts	\$14.00	\$14.00	Anytime
iii. Pull carts	\$5.00	\$5.00	Anytime
iv. Club rental	\$25.00	\$25.00	Anytime
C. Juniors, 9 holes	\$8.00	\$8.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (7-17 years old).
D. Juniors, 18 holes	\$13.00	\$15.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (7-17 years old).
E. Seniors, 9 holes	\$9.00	\$10.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (60 and older).
F. Seniors, 18 holes	\$18.00	\$20.00	Monday-Friday anytime, weekends and holidays after 1:00 pm. (60 and older).
G. Early Bird, 9 holes includes cart	\$13.50	\$23.00	Monday-Friday anytime before 8:00 am, during daylight savings only.

H. Early Bird, 18 holes includes cart	\$34.00	\$46.00	Monday-Friday anytime before 8:00 am, during daylight savings only.
I. Twilight, 18 holes includes cart	\$31.00	\$32.00	Anytime after 3:00 pm, 7-days a week during daylight savings only.
J. Passes:			
i. Players Pass	\$199.95	\$249.95	Monday-Friday anytime, weekends and holidays after 1:00 pm.
ii. Players Pass 9/18 holes	\$8.00	\$12.00	Monday-Friday anytime, weekends and holidays after 1:00 pm.
iii. Players Pass cart 9/18 holes	\$8.00	\$12.00	Monday-Friday anytime, weekends and holidays after 1:00 pm.
iv. Players Pass 18 holes with cart	\$30.00	\$35.00	Weekends and Holidays before 1:00 pm
v. Players Pass Guest, 18 holes	\$25.00	\$35.00	Anytime
vi. Punch Pass, 10-rounds of 9 holes	\$100.00 (\$75.00 for Lake Park employees with proper ID.)	\$110.00 (\$85.00 for Lake Park employees with proper ID.)	Monday-Friday anytime, excluding holidays.
J. Driving Range:			
i. Range balls, small bucket	\$3.50	\$4.00	Anytime
ii. Range balls, large bucket	\$6.00	\$7.00	Anytime
iii. Players Pass small bucket	\$2.50	\$2.50	Anytime
iv. Players Pass large bucket	\$5.00	\$5.00	Anytime
v. 10-token driving range pass	\$35.00 (\$25.00 for Lake Park employees with proper ID.)	\$35.00 (\$25.00 for Lake Park employees with proper ID.)	Anytime

vi. Annual driving range pass	\$250.00	\$350.00	Anytime
L. Tournaments:			
i. Monday-Thursday includes cart and merchandise	\$42.00	\$50.00	Monday-Thursday anytime
ii. Friday-Sunday includes cart and merchandise	\$47.00	\$60.00	Friday-Sunday anytime
M. Temporary Fee Discounts	The Parks and Recreation Director is authorized to implement temporary fee discounts to stimulate play and increase revenues. The Parks and Recreation Director shall notify the City Manager of any such discounts following the implementation or approval of any said discounts.		

ITEM #: _____

FISCAL IMPACT: None

FUNDING SOURCE: None

ISSUE:

Authorize the West Valley City Police Department to enter into a Memorandum of Understanding (MOU) with South Valley Services to End Family Violence (SVS) and Utah Domestic Violence Coalition (UDVC) as partners administering the Lethality Assessment Program – Maryland Model (LAP).

SYNOPSIS:

The West Valley City Police Department was approached by the South Valley Services to End Family Violence and Utah Domestic Violence Coalition to participate in the Lethality Assessment Program – Maryland Model. This program is used to determine potential physical threat and danger to victims of domestic violence. West Valley City Police Department has accepted the offer to participate in this program, further enhancing our services to victims of domestic violence and abuse.

BACKGROUND:

The West Valley City Police Department is a leader within the state of Utah and nationally for services provided to victims of sexual abuse and domestic violence. In effort to provide the best service and resources available to victims of abuse, the West Valley City Police Department has agreed to participate in the Lethality Assessment Program – Maryland Model in partnership with South Valley Services to End Family Violence and the Utah Domestic Violence Coalition. Through partnership with SVS and UDVS, the Police Department will complete a screening process with victims of domestic abuse, further assisting domestic violence victims by connecting crisis workers and victim services to those deemed “high risk” of future physical assault. Services offered through the lethality assessment include contact with crisis workers, emergency shelter, counseling, and additional resources provided to victims of domestic abuse.

RECOMMENDATION:

Approve and sign the Memorandum of Understanding between the West Valley City Police Department, South Valley Services to End Family Violence, and Utah Domestic Violence Coalition.

SUBMITTED BY:

Blair Barfuss, Lieutenant

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN WEST VALLEY CITY, SOUTH VALLEY SERVICES AND UTAH DOMESTIC VIOLENCE COALITION, AS PARTNERS ADMINISTERING THE LETHALITY ASSESSMENT PROGRAM – MARYLAND MODEL (LAP).

WHEREAS, the West Valley City Police Department is a leader within the state and nationally for services provided to victims of sexual abuse and domestic violence; and

WHEREAS, in an effort to provide the best service and resources available to victims of abuse, the West Valley City Police Department has agreed to participate in the Lethality Assessment Program – Maryland Model, in partnership with South Valley Services to End Family Violence (SVS) and the Utah Domestic Violence Coalition (UDVC); and

WHEREAS, through partnership with SVS and UDVC, the Police Department will complete a screening process with victims of domestic abuse, connecting crisis workers and victim services to those deemed “high risk” of future physical assault. Services offered through the lethality assessment include contact with crisis workers, emergency shelter, counseling and additional resources for victims of domestic abuse; and

WHEREAS, a Memorandum of Understanding (hereinafter “the Agreement”) has been prepared for execution by and between the City, SVS and UDVC; a copy of which is attached hereto, which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City approve the Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the document by the City Manager and the City Attorney’s Office.

PASSED, APPROVED, AND MADE EFFECTIVE this _____ day of _____
_____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

MEMORANDUM OF UNDERSTANDING

Effective: September 1, 2015

WHEREAS, West Valley City Police Department, South Valley Services, and Utah Domestic Violence Coalition have come together to implement the Lethality Assessment Program – Maryland Model; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided;

I. Description of Partner Agencies

1. West Valley City Police Department (WVPD) is a law enforcement agency in Salt Lake County. The agency responds to calls for service relating to domestic violence in the agency's service area.
2. South Valley Services to End Family Violence (SVS) is a resource center, shelter, and advocacy program in West Jordan City that serves Salt Lake County by providing direct services to those affected by domestic violence. SVS has a 24-hour crisis hotline, shelter space, counseling and case management, and support groups available at no cost to those who have experienced domestic violence as a victim or a witness to violence.
3. Utah Domestic Violence Coalition (UDVC) is the federally recognized statewide domestic violence coalition. UDVC provides technical assistance and training to domestic violence programs in Utah.

II. Development of Partnership

The West Valley City Police Department and SVS applied to the Maryland Network Against Domestic Violence for cost-free training and technical assistance to help implement the Lethality Assessment Program – Maryland Model. After the application was approved, UDVC joined the partnership to provide administrative assistance.

III. Roles and Responsibilities

A. Role Definitions

1. Regional LAP Coordinator refers to Jennifer Campbell, Executive Director of South Valley Services to End Family Violence (SVS).

2. SVS LAP Coordinator refers to Viridiana Zendejas, Programs Director of South Valley Services to End Family Violence (SVS).
3. WVPD LAP Coordinator refers to Justin Wyckoff, Sergeant of West Valley City Police Department.
4. UDVC LAP Coordinator refers to Maggie Bale, LAP Coordinator of Utah Domestic Violence Coalition.

B. Training

1. The West Valley City Police Department agency will fully train its patrol staff and those who investigate domestic violence cases and will implement the LAP on the following timeline:
 - a. WVPD to complete training for patrol officers by January 1, 2016, and to implement no later than January 1, 2016.
2. WVPD law enforcement agency may not implement the LAP prior to confirming that SVS is ready to implement the LAP.
3. SVS will fully train hotline staff and volunteers by August 12, 2015, and will implement the LAP no later than September 1, 2015.

C. Re-Training

1. The West Valley City Police Department will ensure the LAP is integrated into its new hire Training Academy curriculum no later than January 1, 2015.
2. West Valley City Police Department will train its officers who haven't been previously trained in the LAP prior to the conclusion of the soonest possible Training Academy session.
3. West Valley City Police Department will train all new patrol officers on the LAP protocol within four weeks of the new officers' start dates.
4. West Valley City Police Department will re-train patrol officers over a series of 30-minute in-service line up training sessions as needed. Specifically, West Valley City Police Department will re-train at least once every 24 months, and reevaluate training needs if it is determined by the LAP Partnership that performance needs to be improved.
5. SVS will train all new hotline staff on the LAP protocol within the first week of the advocates' or volunteers' start date, and prior to them being able to answer hotline calls on their own.

6. SVS will re-train hotline staff at least once a year, and as needed. Specifically, SVS will re-train hotline staff and volunteers if it is determined by the LAP Partnership that performance needs to be improved.

D. Regular Meetings

1. Each partner agency will determine agency representatives, who will attend monthly LAP Partnership meetings.
2. The LAP Partnership meetings will take place at a mutually agreed upon location, at 10:00 am on the first Wednesday of each month for the first quarter and 10:00 a.m. on the first Wednesday every quarter after that.
3. At the LAP Partnership meetings, the Regional LAP Coordinator will lead the agency representatives in discussing recent data and statistics, agency participation and performance, and how to better serve High-Danger victims.
4. The Regional LAP Coordinator will distribute all updates, information, and materials that UDVC issues.
5. The SVS LAP Coordinator will send out agendas and minutes to the LAP Partnership partners.
6. If the current Regional LAP Coordinator, Jennifer Campbell from SVS, cannot serve as Regional LAP Coordinator any longer, a new Regional LAP Coordinator will be chosen at a LAP Partnership meeting.

E. Data Collection

1. West Valley City Police Department will email all Lethality Screens within 24 hours after completion to the agency representative at SVS.
2. The “Data Collection Instructions” provided by UDVC are hereby incorporated.
3. West Valley City Police Department and SVS will collect and submit the required data to the SVS LAP Coordinator on a monthly basis.
4. The SVS LAP Coordinator will submit the data to UDVC on a monthly basis.
5. The UDVC LAP Coordinator will compile and distribute a site report to the Partnership on an annual basis, including the previous year’s LAP data.

IV. Commitment to Partnership

West Valley City Police Department has signed a Letter of Commitment (Attachment C of the MNADV application for assistance), incorporated herein, thereby committing to faithfully follow all essential elements of the LAP – Maryland Model for at least 12 months.

SVS has signed a Letter of Commitment, incorporated herein, thereby committing to faithfully follow all essential elements of the LAP – Maryland Model for at least 12 months.

We, the undersigned, have read and agree with this MOU. Further, we have fully reviewed all materials provided by MNADV and have a full understanding of the LAP requirements, and agree to implement the LAP faithfully.

Mayor – Ron C. Bigelow
West Valley City

ATTEST:

City Recorder

Executive Director, Jennifer Campbell
South Valley Services to End Family Violence

Executive Director, Jenn Oxborrow
Utah Domestic Violence Coalition

Item: _____

Fiscal Impact: \$345,520.00

Funding Source: Lease Proceeds

Account #: _____

Budget Opening Required: ☒

ISSUE:

A resolution of the governing body of West Valley City, Utah, authorizing the execution and delivery of a Lease-Purchase Agreement Schedule, with US BANCORP Government Leasing and Finance and related documents with respect to a lease for the purchase of replacement Police and Fire radio equipment authorizing the executing and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

SYNOPSIS:

Lease Agreement for the purchase of replacement Police and Fire radio equipment with US BANCORP Government Leasing and Finance.

BACKGROUND:

The City has a need to replace a significant amount of Police and Fire radio communications equipment. Hand held portable radios and mobile radios will be purchased from Motorola Solutions Inc. Vendor and equipment are on the Utah State Purchasing Contract #AR-1884. Favorable terms have been negotiated with US BANCORP Government Leasing and Finance, to initiate a lease purchase transaction. Terms of the lease will expire in advance of the 15 year useful life of the assets acquired. The City has obtained a rate of 2.150% for 7 years.

Payments for this equipment will be 28 quarterly payments in advance at \$12,340.00 starting February 11, 2016, totaling \$345,520.00. Principal will be \$320,000.00 and interest costs will be \$25,520.00.

RECOMMENDATION:

Approval of this engagement agreement

SUBMITTED BY:

Jim Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 4 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC., WITH RESPECT TO A LEASE FOR THE PURCHASE AND REPLACEMENT OF POLICE AND FIRE RADIO EQUIPMENT.

WHEREAS, the City desires to purchase radio equipment for the Police and Fire Departments (herein "Equipment"); and

WHEREAS, favorable terms have been negotiated with US BANCORP Government Leasing and Finance, Inc. (herein "BANCORP") to initiate a lease purchase transaction; and

WHEREAS, the City previously entered in a Master Lease Agreement with Bancorp; and

WHEREAS, an Agreement has been prepared for execution by and between the City and BANCORP, entitled, "Property Schedule No. 4", which sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement with BANCORP;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of West Valley City, Utah, that the Agreement entitled, "Property Schedule No. 4" for the purchase of Police and Fire radios is hereby approved and the Mayor is hereby authorized to execute said Agreement and all other documents necessary to complete said transaction for and on behalf of West Valley City, subject to approval of the final form of the document by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



All of **us** serving you®

Government Leasing and Finance

West Valley City, UT

Attn: Jim Welch

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	West Valley City, UT						
Lessor:	U.S. Bancorp Government Leasing and Finance, Inc.						
PROPERTY:	Emergency Response Radios						
EXPIRATION:	March 25, 2016						
LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
	320,000.00	2.15%	12,340.00	0.0385625	4	84 Months	Arrears

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank, N.A. escrow account should one be required.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

Thomas E. Seybold

Thomas E. Seybold
Vice President

ACCEPTANCE:

By accepting this Proposal, Lessee acknowledges that **this Proposal does not represent a commitment to provide financing** but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

ACCEPTED BY:

Name / Title

dated: _____

Government Leasing and Finance

Payment Table
(Assumes funding 02/28/2016)

	Totals	345,520.00	320,000.00	25,520.00	
*Prepayment balance equals 103% of principal outstanding after payment due.					
<u>Pay #</u>	<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>*Prepayment Balance</u>
1	28-May-2016	12,340.00	10,621.41	1,718.59	318,659.95
2	28-Aug-2016	12,340.00	10,678.45	1,661.55	307,661.15
3	28-Nov-2016	12,340.00	10,735.80	1,604.20	296,603.27
4	28-Feb-2017	12,340.00	10,793.46	1,546.54	285,486.01
5	28-May-2017	12,340.00	10,851.43	1,488.57	274,309.04
6	28-Aug-2017	12,340.00	10,909.70	1,430.30	263,072.04
7	28-Nov-2017	12,340.00	10,968.30	1,371.70	251,774.70
8	28-Feb-2018	12,340.00	11,027.20	1,312.80	240,416.68
9	28-May-2018	12,340.00	11,086.43	1,253.57	228,997.66
10	28-Aug-2018	12,340.00	11,145.97	1,194.03	217,517.32
11	28-Nov-2018	12,340.00	11,205.83	1,134.17	205,975.32
12	28-Feb-2019	12,340.00	11,266.01	1,073.99	194,371.33
13	28-May-2019	12,340.00	11,326.51	1,013.49	182,705.02
14	28-Aug-2019	12,340.00	11,387.34	952.66	170,976.05
15	28-Nov-2019	12,340.00	11,448.50	891.50	159,184.10
16	28-Feb-2020	12,340.00	11,509.99	830.01	147,328.81
17	28-May-2020	12,340.00	11,571.80	768.20	135,409.86
18	28-Aug-2020	12,340.00	11,633.95	706.05	123,426.89
19	28-Nov-2020	12,340.00	11,696.43	643.57	111,379.57
20	28-Feb-2021	12,340.00	11,759.25	580.75	99,267.54
21	28-May-2021	12,340.00	11,822.40	517.60	87,090.47
22	28-Aug-2021	12,340.00	11,885.90	454.10	74,847.99
23	28-Nov-2021	12,340.00	11,949.73	390.27	62,539.77
24	28-Feb-2022	12,340.00	12,013.91	326.09	50,165.45
25	28-May-2022	12,340.00	12,078.43	261.57	37,724.67
26	28-Aug-2022	12,340.00	12,143.30	196.70	25,217.07
27	28-Nov-2022	12,340.00	12,208.51	131.49	12,642.30
28	28-Feb-2023	12,340.00	12,274.08	65.92	0.00

INSURANCE AUTHORIZATION AND VERIFICATION

Date: February 11, 2016

Property Schedule No: 4

To: West Valley City, Utah (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
1310 Madrid St.
Marshall, MN 56258
Attn: Lisa Albrecht

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).



Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$320,000.00, with deductibles no more than \$10,000.00.

*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Lessee-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact Lisa Albrecht at 303-585-4077.

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:	Kery Oldroyd, Senior VP	Moreton & Company
Address:	101 South 200 East, Suite 300 Salt Lake City, Utah 84111	
Phone/Fax:	801-715-7031 Office	801-531-6117 FAX
Email:	koldroyd@moreton.com	

Lessee: West Valley City, Utah
By:
Name: Rachel White
Title: Risk Analyst

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-4732. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.



Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: X Moreton & Company i. Kery Oldroyd

By: X
(Agent's Signature)

Print Name: X Kery Oldroyd

Date: X 2/2/16

Insurable Value: \$320,000.00

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 4

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 and the related Property Schedule No. 4 dated February 11, 2016, between Lessor and Lessee (the "Agreement").

- _____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has previously provided our tax-exemption certificate to Lessor
- _____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: West Valley City, Utah	
By:	<i>Rachel White</i>
Name:	Rachel White
Title:	Risk Analyst

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moreton & Company - Utah P.O. Box 58139 Salt Lake City, UT 84158-0139 801 531-1234	CONTACT NAME: Julie Sorensen / Kery Oldroyd PHONE (A/C, No, Ext): 801 531-1234 FAX (A/C, No): 801-531-6117 E-MAIL ADDRESS: julie@moreton.com														
INSURED West Valley City - URMMA Group 3600 Constitution Blvd. West Valley City, UT 84119-3027	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1567 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1437 483">INSURER A : American Home Assurance, Co.</td> <td data-bbox="1437 453 1567 483">19380</td> </tr> <tr> <td data-bbox="816 483 1437 512">INSURER B : Great American Insurance, Co.</td> <td data-bbox="1437 483 1567 512">16691</td> </tr> <tr> <td data-bbox="816 512 1437 541">INSURER C :</td> <td data-bbox="1437 512 1567 541"></td> </tr> <tr> <td data-bbox="816 541 1437 571">INSURER D :</td> <td data-bbox="1437 541 1567 571"></td> </tr> <tr> <td data-bbox="816 571 1437 600">INSURER E :</td> <td data-bbox="1437 571 1567 600"></td> </tr> <tr> <td data-bbox="816 600 1437 632">INSURER F :</td> <td data-bbox="1437 600 1567 632"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Home Assurance, Co.	19380	INSURER B : Great American Insurance, Co.	16691	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Auto Phys. <input type="checkbox"/> Damage			CAP1708324 Ded on File	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Blanket Property Incl Mobile Equip R.C. ACV			021318017	07/01/2015	07/01/2016	Limits \$113,874,105 Ded \$10,000 Direct Physical Loss

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



August 4, 2015

This will certify that West Valley City is a member in good standing of the Utah Risk Management Mutual Association and, as such, is protected by the provisions of the Association's Joint Protection Program.

Name of insurance company: Utah Risk Management Mutual Association
502 East 770 North
Orem, UT 84097
(801) 225-6692

Policy Effective Dates: July 1, 2015 through June 30, 2016

Coverage Limits: \$6 million per occurrence, no aggregate

Further inquiries should be directed to this office.


Andrea Page
Administrative Assistant

cc: Rachel White



DECLARATION OF COVERAGE FOR FISCAL YEAR 2015-16

Member Entity: West Valley City Corporation
Address: 3600 Constitution Blvd.
West Valley City, Utah 84119

Member Representative: Wayne Pyle
Telephone: (801) 966-3600
Fax: (801) 966-8455

Fiscal Year Coverage:

A. Type: THIRD PARTY LIABILITY - CLAIMS MADE

Limits: See 2015-16 Joint Protection Program
Deductible: \$5,000
Policy #: 530-032
Availability: October 1, 1985
Comments: 2015-2016 Joint Protection Program contains all details

B. Type: PROPERTY - MASTER POLICY

Limits: Per individual Member
Deductible: Per individual Member
Policy #: 0213180171 through Moreton & Company
Availability: July 1, 1990
Participation: Mandatory
Comments: Members may selected a variety of coverage's provided under the Master Property Policy through Moreton & Company

C. Type: AUTO PHYSICAL DAMAGE FOR VEHICLES VALUED UNDER \$50,000

Deductible: \$1,000
Policy #: 530-032
Comments: Scheduled vehicles coverage comp & collision

D. Type: AUTO PHYSICAL DAMAGE FOR HIGH VALUED VEHICLES OVER \$50,000

Deductible: \$2,500 to \$25,000
Policy #: CAP1708324 through Moreton & Company
Availability: July 1, 1990
Comments: All vehicles scheduled. Members must contact Moreton & Company regarding coverage, changes, rates & premiums.

E. Type: SPECIAL EVENTS LIABILITY

Limits & Ded: Per individual event
Policy #: Per individual event
Availability: July 1, 1995
Comments: Member's must contact Moreton & Company directly regarding coverage's available. Moreton & Company will deal directly with the organization and/or individual sponsoring the event. No additional involvement is required by Member.

F. Type: OFF-DUTY AUTO LIABILITY - MASTER POLICY

Limits: \$1,000,000
Deductible: Waived
Policy #: CAP1708324 through Moreton & Company
Availability: July 1, 1988
Comments: Member must contact Moreton & Company directly regarding coverage, changes, rates & premiums. A certificate & schedule of positions covered will be issued by Moreton & Company.

**THE VARIOUS COVERAGES OUTLINED IN A, B, C, D, E AND F ARE THE
COMPLETE COVERAGES OFFERED BY URMMA TO ITS MEMBERS**

Utah Risk Management Mutual Association * 502 East 770 North, Orem, Utah 84097

www.urmma.org * Phone (801) 225-6692* Fax: (801) 225-6879

DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS
NO FRONT AND BACK COPIES, PLEASE

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
LISA ALBRECHT
950 17TH STREET, 7TH FLOOR
DENVER, CO 80202
303-585-4077

- **Property Schedule No. 4** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Description and Payment Schedule – Exhibit 1**
- **Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee's General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- **Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- **Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- **Insurance Authorization and Verification –** To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment –** Please provide your State of Sales/Use tax Exemption Certificate.
- **Form 8038-G –** Blank form provided to Lessee. Please consult your local legal/bond counsel to fill out.
- **Escrow Agreement –** This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.
 - **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
 - **Schedule of Fees – Exhibit 2.**
 - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
 - **Final Acceptance Certificate – Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
 - **Class Action Negative Consent Letter – Exhibit 6.**
 - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.

Property Schedule No. 4

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 4** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of April 02, 2015, between U.S. Bancorp Government Leasing and Finance, Inc., and West Valley City, Utah.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is February 11, 2016.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 is intentionally omitted.
7. Acceptance Certificate. Exhibit 5 is intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by March 26, 2016.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: West Valley City, Utah
By:
Name:
Title:

Attest:
By
Name:
Title:

APPROVED AS TO FORM
West Valley City Attorney's Office

By: [Signature]
Date: FEB 2, 2016



EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

Address

City, State Zip Code

USE: Emergency Response Radios - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$320,000.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	11-May-2016	12,340.00	10,621.41	1,718.59	318,659.95
2	11-Aug-2016	12,340.00	10,678.45	1,661.55	307,661.15
3	11-Nov-2016	12,340.00	10,735.80	1,604.20	296,603.27
4	11-Feb-2017	12,340.00	10,793.46	1,546.54	285,486.01
5	11-May-2017	12,340.00	10,851.43	1,488.57	274,309.04
6	11-Aug-2017	12,340.00	10,909.70	1,430.30	263,072.04
7	11-Nov-2017	12,340.00	10,968.30	1,371.70	251,774.70
8	11-Feb-2018	12,340.00	11,027.20	1,312.80	240,416.68
9	11-May-2018	12,340.00	11,086.43	1,253.57	228,997.66
10	11-Aug-2018	12,340.00	11,145.97	1,194.03	217,517.32
11	11-Nov-2018	12,340.00	11,205.83	1,134.17	205,975.32
12	11-Feb-2019	12,340.00	11,266.01	1,073.99	194,371.33
13	11-May-2019	12,340.00	11,326.51	1,013.49	182,705.02
14	11-Aug-2019	12,340.00	11,387.34	952.66	170,976.05
15	11-Nov-2019	12,340.00	11,448.50	891.50	159,184.10
16	11-Feb-2020	12,340.00	11,509.99	830.01	147,328.81
17	11-May-2020	12,340.00	11,571.80	768.20	135,409.86
18	11-Aug-2020	12,340.00	11,633.95	706.05	123,426.89
19	11-Nov-2020	12,340.00	11,696.43	643.57	111,379.57
20	11-Feb-2021	12,340.00	11,759.25	580.75	99,267.54
21	11-May-2021	12,340.00	11,822.40	517.60	87,090.47
22	11-Aug-2021	12,340.00	11,885.90	454.10	74,847.99

23	11-Nov-2021	12,340.00	11,949.73	390.27	62,539.77
24	11-Feb-2022	12,340.00	12,013.91	326.09	50,165.45
25	11-May-2022	12,340.00	12,078.43	261.57	37,724.67
26	11-Aug-2022	12,340.00	12,143.30	196.70	25,217.07
27	11-Nov-2022	12,340.00	12,208.51	131.49	12,642.30
28	11-Feb-2023	12,340.00	12,274.08	65.92	0.00
TOTALS		345,520.00	320,000.00	25,520.00	

Interest Rate: 2.148

Lessee: West Valley City, Utah
By:
Name:
Title:

APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: FEB 2, 2016



EXHIBIT A

Property Description

Emergency Response Radios



EXHIBIT 2

February 11, 2016

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

West Valley City, Utah
3600 Constitution Boulevard
West Valley City, UT 84119
Attention: James Welch

RE: Property Schedule No. 4 to Master Tax-Exempt Lease/Purchase Agreement
between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley
City, Utah

Ladies and Gentlemen:

We have acted as special counsel to West Valley City, Utah ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of April 02, 2015 (the "Master Agreement"), between West Valley City, Utah, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 4 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and

other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of the Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by the Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivision such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee

to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,



J. Eric Bunderson
City Attorney



EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 4** dated as of February 11, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the West Valley City, Utah ("Lessee") does hereby certify, as of February 11, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 11, 2016.

West Valley City, Utah

APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: FEB. 21, 2016

By _____
Signature of Person to Execute Lease/Purchase Agreement

Print Name and Title of Person to Execute Lease/Purchase Agreement



INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 4** dated as of February 11, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the West Valley City, Utah ("Lessee") does hereby certify, as of February 11, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 11, 2016.

Secretary/Clerk

Print Name
and Title: _____

APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: 2.2.16



EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: West Valley City, Utah
By:
Name:
Title:



APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: 2.2.2016

Language for UCC Financing Statements

Property Schedule No. 4

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: West Valley City, Utah

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 4 dated February 11, 2016 to that certain Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of February 11, 2016 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), West Valley City, Utah ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 (the "*Master Agreement*") and a Property Schedule No. 4 thereto dated February 11, 2016 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$320,000.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the

Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written

confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: 2.2.16

U.S. Bancorp Government Leasing and
Finance, Inc., as Lessor

By:

Name:

Title:

Address: 13010 SW 68th Parkway, Suite 100
Portland, OR 97223

West Valley City, Utah, as Lessee

By:

Name:

Title:

Address: 3600 Constitution Blvd
West Valley City, Utah 84119

U.S. BANK NATIONAL ASSOCIATION, as Escrow
Agent

By:

Name:

Title:

Address: U.S. Bank National Association
950 17th Street, 12th Floor
Denver, CO 80202

Sign
Here

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

West Valley City, Utah

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise directed

Title/Date

APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: 2.2.2016

Sign Here

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent For West Valley City, Utah Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of February 11, 2016 (the "*Escrow Agreement*") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "*Lessor*"), West Valley City, Utah (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of April 02, 2015 (the "*Master Agreement*") and Property Schedule No. 4 thereto dated February 11, 2016 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ _____

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.

By:

Name:


Title:

Lessee: West Valley City, Utah

By:

Name:

Title:

APPROVED AS TO FORM
West Valley City Attorney's Office
By: 
Date: 2.2.2016

Sign Here

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: West Valley City, Utah
By: _____
Name: _____
Title: _____


APPROVED AS TO FORM
West Valley City Attorney's Office
By: 
Date: 2.2.2016



Exhibit 6

Class Action Negative Consent Letter

February 11, 2016

West Valley City, Utah
3600 Constitution Blvd
West Valley City, Utah 84119

RE: USBGLF/West Valley City, Utah - - Class Action Litigation Claims

Dear James Welch:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

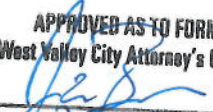
Sincerely,

Jennifer Petrino
Vice President
303-585-4597

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Authorized Signer

Date

APPROVED AS TO FORM
West Valley City Attorney's Office
By: 
Date: 2.2.2016

Sign
Here

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a	►	<input type="checkbox"/>
If obligations are BANs, check only box 19b	►	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box	►	<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

Part VI Miscellaneous

- | | | | |
|------------|--|------------|--|
| 35 | | 35 | |
| 36a | | 36a | |
| 37 | | 37 | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no. ▶			

Form **8038-G** (Rev. 9-2011)

Sign Here

APPROVED AS TO FORM
West Valley City Attorney's Office

By: *[Signature]*

Date: 2-2-2016

Instructions for Form 8038-G

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



CAUTION For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either** (a) secured by an interest in property to be used for a private business use (or payments for such property) **or** (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 564(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 564(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: scam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4358).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Item: _____

Fiscal Impact: \$320,000.00

Funding Source: Lease Proceeds

Account #: _____

Budget Opening Required: ☒

ISSUE:

Purchase of Police and Fire Radio Communication Equipment from Motorola Solutions, Inc.

SYNOPSIS:

Purchase of replacement of Police and Fire radio equipment financed through a lease-purchase with US BANCORP Government Leasing and Finance.

BACKGROUND:

The City has a need to replace a significant amount of Police and Fire radio communications equipment. Hand held portable radios and mobile radios will be purchased from Motorola Solutions, Inc. Vendor and equipment are on the Utah State Purchasing Contract #AR-1884. Favorable terms have been negotiated with US BANCORP Government Leasing and Finance, to initiate a lease purchase transaction. Terms of the lease will expire in advance of the 15 year useful life of the assets acquired. The City has obtained a rate of 2.15% for 7 years.

Payments for this equipment will be 28 quarterly payments in advance at \$12,340.00 starting February 11, 2016 totaling \$345,520.00. Principal will be \$320,000.00 and interest costs will be \$25,520.00.

RECOMMENDATION:

Approval of resolution

SUBMITTED BY:

Jim Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO
PURCHASE RADIO COMMUNICATIONS EQUIPMENT
FROM MOTOROLA SOLUTIONS, INC. FOR USE BY THE
POLICE AND FIRE DEPARTMENTS.**

WHEREAS, the City desires to replace a significant amount of radio communications equipment (the "Equipment") for use by the Police and Fire Departments; and

WHEREAS, Motorola Solutions, Inc. (herein "Motorola") has been awarded the State Contract to supply said Equipment; and

WHEREAS, the prices awarded to Motorola are within price parameters and meet the City's needs; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the purchase of the Equipment; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that:

1. The City is hereby authorized to purchase the Equipment in an amount not to exceed \$320,000.00 from Motorola.
2. The Mayor and the City Manager are hereby authorized to execute, for and on behalf of West Valley City, any documents necessary to complete said purchases.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day
of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

15-Jan-16

MotorolaSolutions Bundled **APX6000-3.5**
Portable P-25 9600 Digital / **NO** Encryption / **FIRE**
GREEN

ITEM	QTY	DESCRIPTION	UNIT	COST
APX6000-3.5 SINGLE BAND DIGITAL				
1	1	H98UCH9PW7AN	APX6000 700/800 MODEL 3.5 PORTABLE	\$1,724.45
1A	1	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$0.00
1B	1	Q806BM	ADD: ASTRO. DIGITAL CAI OPERATION	\$345.05
1C	1	H38BT	ADD: SMARTZONE OPERATION	\$492.00
1D	1	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$201.00
1E	1	HA00022AB	ENH: Sfs COMPREHENSIVE	\$228.00
1F	1	QA01837AA	ALT: LIION IMPRES IP67 3100MAH (NNTN7038)	\$75.00
1G	1	QA00782AC	ENH: GPS ACTIVATION	\$112.50
1H	1	HI22BR	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A)	\$18.00
1I	1	WPLN7080	CHARGER, IMPRES RAPID RATE, 110V US PLUG	\$83.75
APX6000-3.5 700/800 DIGITAL PORTABLE TOTAL				\$3,279.75

1	Q947BC	ADD: ASTRO 25 INTEGRATED VOICE & DATA	inc
1	QA00583AC	ADD: ADD MISSION CRITICAL WIRELESS BLUETOOTH	inc

Common APX6000 Accessories				
1	QA01427AB	ALT: HIGH IMPACT GREEN HOUSING		\$18.75
1	QA01837AA	ALT: LIION IMPRES IP67 3100MAH (NNTN7038)		\$106.50
1	HMN4104B	RSM w/ DISPLAY & VOLUME		\$300.00
1	NTN2570	ASSEMBLY ACCESSORY WIRELESS COMPORT 12" CABL		

State contract # AR-1884

Delivery 3 weeks ARO

Shipment FOB Destination

Payment Terms NET 30 DAYS

Bill Aldous (801)-414-8987

Aircomm

Motorola Solutions Mfg. Rep.

bill.aldous@aircomm.com

\$3,705.00

15-Jan-16

MotorolaSolutions Bundled **APX6000-3.5**
Portable P-25 9600 Digital/DES-XL Encryption

ITEM	QTY	DESCRIPTION	UNIT	COST
APX6000-3.5 SINGLE BAND DIGITAL/ENCRIPTION				
1	1	H98UCH9PW7AN	APX6000 700/800 MODEL 3.5 PORTABLE	\$1,724.45
1A	1	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$0.00
1B	1	Q806BM	ADD: ASTRO. DIGITAL CAI OPERATION	\$345.05
1C	1	H38BT	ADD: SMARTZONE OPERATION	\$492.00
1D	1	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$201.00

1E	1	HA00022AB	ENH: Sfs COMPREHENSIVE	\$228.00
1G	1	Q625AX	ENH: DES,DES-XL,DES-OFB ENCRYPTION	\$299.50
1H	1	QA01837AA	ALT: LIION IMPRES IP67 3100MAH (NNTN7038)	\$75.00
1I	1	QA00782AC	ENH: GPS ACTIVATION	\$112.50
1J	1	HI22BR	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A)	\$18.00
1K	1	WPLN7080	CHARGER, IMPRES RAPID RATE, 110V US PLUG	\$83.75
APX6000-3.5 700/800 DIGITALPORTABLE TOTAL				\$3,579.25

1	Q947BC	ADD: ASTRO 25 INTEGRATED VOICE & DATA	inc
1	QA00583AC	ADD: ADD MISSION CRITICAL WIRELESS BLUETOOTH	inc

Common APX6000 Accessories			
1	QA01837AA	LIION IMPRES IP67 3100MAH (NNTN7038)	\$106.50
1	RLN6554A	ACCESSORY KIT,APX WIRELESS REMOTE SPEAKER MIC	\$240.00
1	RLN6434A	VEHICULAR CHARGER	\$100.80
1	PMLN6716A	STD WIRELESS RMS TRAVEL CAR CHARGER	\$57.60
1	NTN2570	ASSEMBLY ACCESSORY WIRELESS COMFORT 12" CABL	\$236.00

State contract # AR-1884
Delivery 3 weeks ARO
Shipment FOB Destination
Payment Terms NET 30 DAYS

Bill Aldous (801)-414-8987
Aircomm
Motorola Solutions Mfg. Rep.
bill.aldous@aircomm.com
\$4,320.15

COST

\$1,724.45
\$0.00
\$345.05
\$492.00
\$201.00
\$228.00
\$75.00
\$112.50
\$18.00
\$83.75
\$3,279.75

\$18.75
\$106.50
\$300.00

\$3,705.00

D COST

\$1,724.45
\$0.00
\$345.05
\$492.00
\$201.00

\$228.00
\$299.50
\$75.00
\$112.50
\$18.00
\$83.75
\$3,579.25

\$106.50
\$240.00
\$100.80
\$57.60
\$236.00

\$4,320.15

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution re-appointing Wayne Pyle to the Audit Review Committee.

SYNOPSIS:

This resolution re-appoints Wayne Pyle as member of the Audit Review Committee for a term commencing February 9, 2016 to December 31, 2018.

BACKGROUND:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Wayne Pyle be re-appointed as a member of this Committee. Mr. Pyle is willing to accept this appointment for the term commencing February 9, 2016 and ending December 31, 2018.

RECOMMENDATION:

Approval of this Resolution.

SUBMITTED BY:

James D. Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-25

**A RESOLUTION RATIFYING THE RE-APPOINTMENT
OF WAYNE PYLE AS A MEMBER OF THE WEST
VALLEY CITY AUDIT REVIEW COMMITTEE.**

WHEREAS, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the Audit Review Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Wayne Pyle be re-appointed as a member of this Committee, for a term commencing February 9, 2016 and ending December 31, 2018; and

WHEREAS, Wayne Pyle is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the re-appointment of Wayne Pyle as a member of the West Valley City Audit Review Committee.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of February, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution re-appointing Cindy Adams to the Audit Review Committee.

SYNOPSIS:

This resolution re-appoints Cindy Adams as member of the Audit Review Committee for a term commencing February 9, 2016 to December 31, 2018.

BACKGROUND:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Cindy Adams be re-appointed as a member of this Committee. Ms. Adams is willing to accept this appointment for the term commencing February 9, 2016 and ending December 31, 2018.

RECOMMENDATION:

Approval of this Resolution.

SUBMITTED BY:

James D. Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-26

**A RESOLUTION RATIFYING THE CITY MANAGER'S
RE-APPOINTMENT OF CINDY ADAMS AS A MEMBER
OF THE WEST VALLEY CITY AUDIT REVIEW
COMMITTEE.**

WHEREAS, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the City Manager desires to re-appoint Cindy Adams for a term commencing February 9, 2016 and ending December 31, 2018; and

WHEREAS, Cindy Adams is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's re-appointment of Cindy Adams as a member of the West Valley City Audit Review Committee.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of February, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution re-appointing Dean Lundell to the Audit Review Committee.

SYNOPSIS:

This resolution re-appoints Dean Lundell as member of the Audit Review Committee for a term commencing February 9, 2016 to December 31, 2018.

BACKGROUND:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Dean Lundell be re-appointed as a member of this Committee. Mr. Lundell is willing to accept this appointment for the term commencing February 9, 2016 and ending December 31, 2018.

RECOMMENDATION:

Approval of this Resolution.

SUBMITTED BY:

James D. Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-27

**A RESOLUTION RATIFYING THE CITY MANAGER'S
RE-APPOINTMENT OF DEAN LUNDELL AS A MEMBER
OF THE WEST VALLEY CITY AUDIT REVIEW
COMMITTEE.**

WHEREAS, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the City Manager desires to re-appoint Dean Lundell for a term commencing February 9, 2016 and ending December 31, 2018; and

WHEREAS, Dean Lundell is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's re-appointment of Dean Lundell as a member of the West Valley City Audit Review Committee.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of February, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution appointing Lars Nordfelt to the Audit Review Committee.

SYNOPSIS:

This resolution appoints Lars Nordfelt as member of the Audit Review Committee for a term commencing February 9, 2016 and ending December 31, 2018.

BACKGROUND:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Lars Nordfelt be appointed as a member of this Committee to serve the unexpired term of former Councilman Corey Rushton. Mr. Nordfelt is willing to accept this appointment for the term commencing February 9, 2016 and ending December 31, 2018.

RECOMMENDATION:

Approval of this Resolution.

SUBMITTED BY:

James D. Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-28

**A RESOLUTION RATIFYING THE CITY MANAGER'S
APPOINTMENT OF LARS NORDFELT AS A MEMBER
OF THE WEST VALLEY CITY AUDIT REVIEW
COMMITTEE.**

WHEREAS, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the City Manager desires to appoint Lars Nordfelt for a term commencing February 9, 2016 and ending December 31, 2018; and

WHEREAS, Lars Nordfelt is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Lars Nordfelt as a member of the West Valley City Audit Review Committee.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of February, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution appointing Lars Nordfelt as the Chairman of the Audit Review Committee.

SYNOPSIS:

This resolution appoints Lars Nordfelt as the Chairman of the Audit Review Committee for a term commencing February 9, 2016 to June 30, 2017.

BACKGROUND:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Lars Nordfelt be appointed as Chairman of this Committee. Mr. Nordfelt is willing to accept this appointment for the term commencing February 9, 2016 and ending June 30, 2017.

RECOMMENDATION:

Approval of this Resolution.

SUBMITTED BY:

James D. Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-29

**A RESOLUTION RATIFYING THE CITY MANAGER'S
APPOINTMENT OF LARS NORDFELT AS THE
CHAIRMAN OF THE WEST VALLEY CITY AUDIT
REVIEW COMMITTEE.**

WHEREAS, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

WHEREAS, the City Manager desires to appoint Lars Nordfelt as the Chairman for a term commencing February 9, 2016 and ending June 30, 2017; and

WHEREAS, Lars Nordfelt is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Lars Nordfelt as the Chairman of the West Valley City Audit Review Committee.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of February, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	<u>\$353.73 (6.77% of actual cost)</u>
Funding Source:	<u>HSIP Funds/Class C Roads</u>
Account #:	<u>11-7582-40750-75194-0000</u>
Budget Opening Required:	<u>No</u>

ISSUE:

Authorization, acceptance and execution of a Right-of-way Contract, and acceptance of a Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

Kenny K. Lam has signed a signed a Right-of-way Contract, Warranty Deed and a Temporary Construction Easement for property located at 3910 West 4100 South (15-32-354-038).

BACKGROUND:

The Kenny K. Lam parcel located at 3910 West 4100 South is one of the properties affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project. This project will widen intersection and improve signals on 4100 South at 4000 West, 2700 West and 1300 West. The acquisition from Kenny K. Lam includes 81 square feet of right-of-way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easements and improvements is \$5,225.00 based upon the compensation estimate prepared by the DH Group, LLC.

The project is being funded under the Highway Safety Improvement Program (HSIP) with federal funds. Under a previously executed federal aid agreement, West Valley City is responsible for 6.77% of all project costs, including right of way. With the total value of the easement for this acquisition being \$5,225.00, the West Valley City share of these easements will be \$353.73.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement and authorize Mayor to execute Right-of-way Contract. Authorize City Recorder to record Warranty Deed and Temporary Construction Easement.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO A RIGHT-OF-WAY CONTRACT WITH KENNY K.
LAM, AND TO ACCEPT A WARRANTY DEED AND A
TEMPORARY CONSTRUCTION EASEMENT FOR
PROPERTY LOCATED AT 3910 WEST AND 4100 SOUTH (15-
32-354-038)**

WHEREAS, Kenny K. Lam, (hereinafter “Lam”) has entered into a right of way contract for property located at 3910 West 4100 South (15-32-354-038) (hereinafter the “Property”) that is affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project; and

WHEREAS, Lam has also signed a warranty deed and a temporary construction easement, as required for the road improvement project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the right-of-way contract with Lam, and to accept the warranty deed, and temporary construction easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “West Valley City Right-of-Way Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the warranty deed and temporary construction easement for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City, a municipal corporation

Right of Way Contract

Fee Simple Acquisition - Strip Take

Project No: F-LC35(248) Parcel No.(s): 106:C, 106:E
Job/Proj / Auth No: 54335 Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements
County of Property: SALT LAKE Tax ID / Sidwell No: 15-32-354-038
Property Address: 3910 West 4100 South, WEST VALLEY CITY, UT, 84120
Owner's Address: 2534 South Scenic Drive, SALT LAKE CITY, UT 84109
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: Kenny K. Lam

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows: The Grantor hereby agrees to convey and sell by Warranty Deed, Temporary Easement a parcel(s) of land known as parcel number(s) 106:C, 106:E for transportation purposes. This contract is to be returned to: Steven J Dale, Right of Way Agent c/o West Valley City, a municipal corporation, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement.
Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantors waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantors may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants West Valley City, a municipal corporation, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price \$5,225.00

West Valley City, a municipal corporation

Right of Way Contract

Fee Simple Acquisition - Strip Take

Project No: F-LC35(248) Parcel No.(s): 106:C, 106:E
Job/Proj / Auth No: 54335 Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements
County of Property: SALT LAKE Tax ID / Sidwell No: 15-32-354-038
Property Address: 3910 West 4100 South WEST VALLEY CITY, UT, 84119
Owner's Address: 2534 South Scenic Drive, SALT LAKE CITY, UT 84109
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: Kenny K Lam


Grantor's Initials

Grantor understands this agreement is an option until approved by the West Valley City Council.

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.


This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent

 100%

GRANTOR:

Date


Kenny K. Lam



GRANTEE:

Date

Right of Way Agents


Steven J. Dale/Acquisition Agent



Michael C. Timothy/Team Leader

Approved by Mayor Ron Bigelow

Attest: City Recorder

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 Constitution Blvd.
West Valley, Utah 84119

Warranty Deed

(Individual)

Salt Lake County


Tax ID No. 15-32-354-038
PIN No. 12225
Project No. F-LC35(248)
Parcel No. LC35:106:C

Kenny K. Lam, Grantor, of Salt Lake City, County of Salt Lake,
State of Utah, hereby CONVEYS AND WARRANTS to West Valley City, a municipal
corporation of the State of Utah, at 3600 Constitution Boulevard, West Valley City, Utah 84119,
Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations,
the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee incident to the construction of signal upgrades at the intersection of 4100 South Street and 4000 West Street known as Project No. F-LC35(248), being part of an entire tract of property situate in the SW1/4SW1/4 of Section 32, T.1S., R.1W., S.L.B. & M., Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said entire tract and a point in the existing northerly right of way line of 4100 South Street, said point is 512.47 feet (512.50 feet by record) East and 53.00 feet North (N.00°02'31"W. by record) from the Southwest Corner of said Section 32, said point is also 53.00 feet perpendicularly distant northerly from the 4100 South Street Control Line opposite approximate engineer station 119+12.47; and running thence North 2.50 feet along the westerly boundary line of said entire tract to a point 55.50 feet perpendicularly distant northerly from said control line opposite engineer station 119+12.47; thence S.87°47'49"E. 65.04 feet to the southeast corner of said entire tract and a point in said existing northerly right of way line; thence West 65.00 feet along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the West Valley City. The above described parcel of land contains 81 square feet in area or 0.002 acre, more or less.

(Note: Rotate all bearings in the above description 00°08'27" clockwise to obtain highway bearings.)


Kenny K. Lam

On the date first above written personally appeared before me, Kenny K. Lam, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.



Notary Public

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 Constitution Blvd.
West Valley, Utah 84119

Easement (Individual)

Salt Lake County

Tax ID No. 15-32-354-038
PIN No. 12225
Project No. F-LC35(248)
Parcel No. LC35:106:EC

Kenny K. Lam, Grantor,
of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND
CONVEYS to West Valley City, a municipal corporation of the State of Utah, at 3600
Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of
TEN (\$10.00) Dollars, and other good and valuable considerations, the following described
easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SW1/4SW1/4 of Section 32, T.1S.,
R.1W., S.L.B. & M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway
improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the
intersection improvements of 4100 South Street and 4000 West Street related to Project
No. F-LC35(248). This easement shall commence upon the beginning of actual construction on the
property and shall continue only until project construction on the property is complete, or for three years,
whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at
any time in a manner which does not interfere with construction activities. The boundaries of said easement
are described as follows:

Beginning at a point in the westerly boundary line of said entire tract, said point is 512.47 feet (512.50 feet
by record) East and 55.50 feet North (N.00°02'31"W. by record) from the Southwest Corner of said Section
32, said point is also 55.50 feet perpendicularly distant northerly from the 4100 South Street Control Line
opposite approximate engineer station 119+12.47; and running thence North 15.50 feet along the westerly
boundary line of said entire tract; thence S.87°21'25"E. 65.06 feet to the easterly boundary line of said

PAGE 2

PIN No.	12225
Project No.	F-LC35(248)
Parcel No.	LC35:106:EC

entire tract; thence S.00°00'16"E. (South by record) 15.00 feet to the southeast corner of said entire tract; thence N.87°47'49"W. 65.04 feet to the point of beginning. The above described easement contains 991 square feet in area or 0.023 acre, more or less.

(Note: Rotate all bearings in the above description 00°08'27" clockwise to obtain highway bearings.)

After said construction of driveway and roadway improvements, side treatments and appurtenant parts thereof, and blending slopes are constructed at the expense of the West Valley City, said West Valley City is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue driveway and roadway improvements, side treatments, and appurtenant parts thereof, and blending slopes.

PIN No. 12225
Project No. F-LC35(248)
Parcel No. LC35:106:EC

WITNESS, the hand of said Grantor, this 25TH day of JANUARY, A.D. 20 16.

Kenny K. Lam
Kenny K. Lam

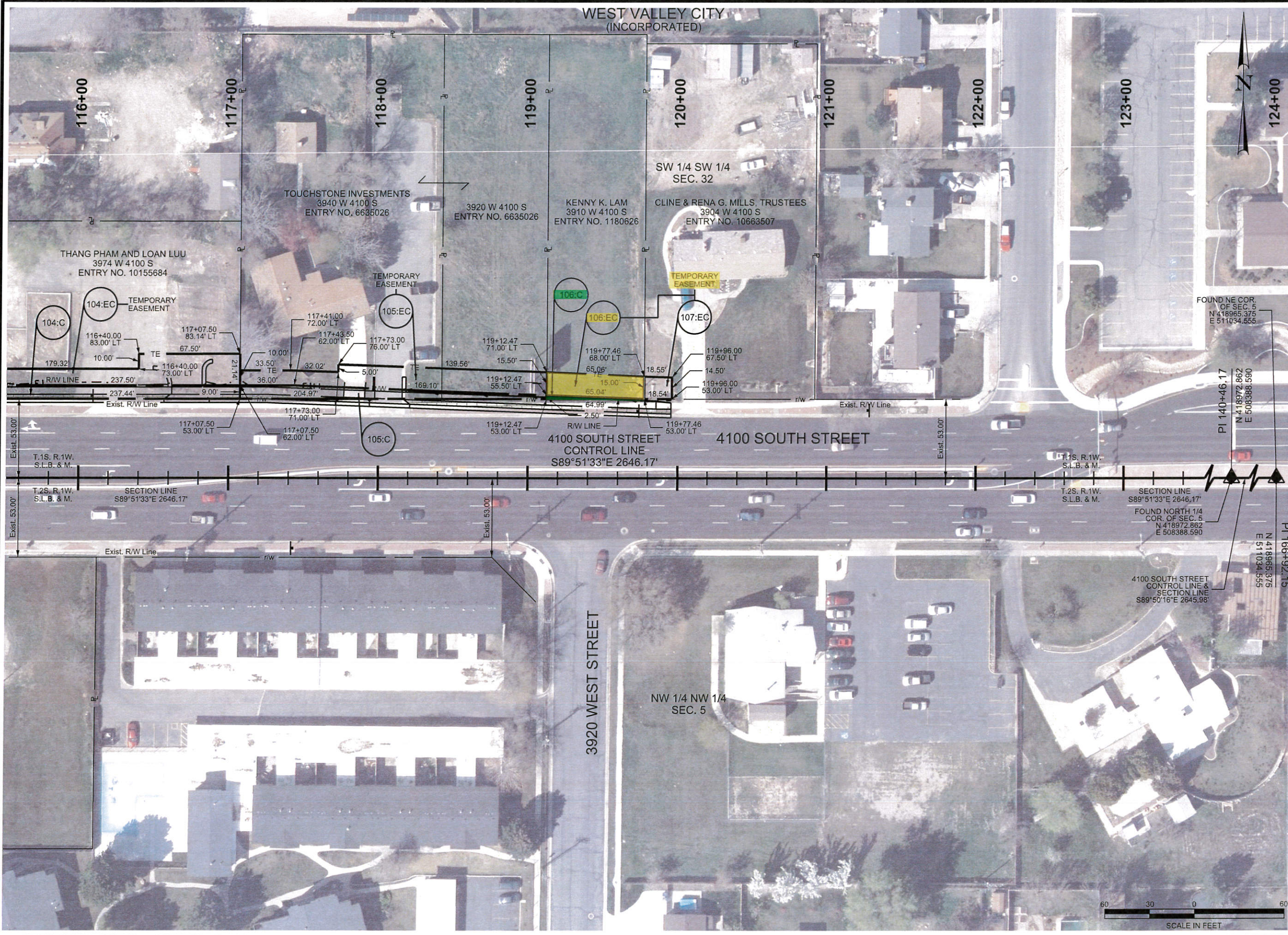
STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the date first above written personally appeared before me,
Kenny K. Lam, the signer of the within and foregoing instrument, who duly acknowledged to me
that he executed the same.



Steven J. Dale
Notary Public

28-JUL-2015 D:\Projects\12225-4100 S. 4100 W. AND 1300 W. SIGNAL IMPROVEMENTS OF WEST VALLEY CITY, UT\12225-F-LC35(248)-RW-03.dgn



PROJECT		4100 S. 4000 W. 2700 W & 1300 W SIGNAL IMPS	
PROJECT NUMBER		F-LC35(248)	
SHEET NO.		RW-03	
COUNTY		SALT LAKE	
2F			
APPROVED		PIN 12225	
RIGHT-OF-WAY PLAN			
PROFESSIONAL LAND SURVEYOR		DATE 06/18/2015	
DRAWN BY		GKD	
QC		CHECKED BY	
DATE		APPROVED BY	
NO.		REMARKS	
REVISIONS			

Item #:	
Fiscal Impact:	<u>\$299.57 (6.77% of actual cost)</u>
Funding Source:	<u>HSIP Funds/Class C Roads</u>
Account #:	<u>11-7582-40750-75194-0000</u>
Budget Opening Required:	<u>No</u>

ISSUE:

Authorization, acceptance and execution of a Right-of-way Contract, and acceptance of a Warranty Deed.

SYNOPSIS:

Aploinar Gutierrez has signed a signed a Right-of-way Contract and a Warranty Deed for property located at 4107 South 2735 West (21-04-127-010).

BACKGROUND:

The Aploinar Gutierrez parcel located at 4107 South 2735 West is one of the properties affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project. This project will widen intersection and improve signals on 4100 South at 4100 West, 2700 West and 1300 West. The acquisition from Aploinar Gutierrez includes 258 square feet of right-of-way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easements and improvements is \$4,425.00 based upon the compensation estimate by the DH Group, LLC.

The project is being funded under the Highway Safety Improvement Program (HSIP) with federal funds. Under a previously executed federal aid agreement, West Valley City is responsible for 6.77% of all project costs, including right of way. With the total value of the easement for this acquisition being \$4,425.00, the West Valley City share of these easements will be \$299.57.

RECOMMENDATION:

Accept Warranty Deed and authorize Mayor to execute Right-of-way Contract. Authorize City Recorder to record Warranty Deed.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO A RIGHT-OF-WAY CONTRACT WITH APLOINAR
GUTIERREZ AND TO ACCEPT A WARRANTY DEED FOR
PROPERTY LOCATED AT 4107 SOUTH AND 2735 WEST (21-
04-127-010)**

WHEREAS, Aploinar Gutierrez (herein “Gutierrez”) has entered into a right of way contract for property located at 4107 South and 2735 West (21-04-127-010) (hereinafter the “Property”) that is affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project; and

WHEREAS, Gutierrez has also signed a warranty deed, as required for the road improvement project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the right-of-way contract with Gutierrez, and to accept the warranty deed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “West Valley City Right-of-Way Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the warranty deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Right of Way Contract*Fee Simple Acquisition - Strip Take*

Project No: F-LC35(248) Parcel No.: 109:C
Job/Proj / Auth No: 54335 Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements
County of Property: SALT LAKE Tax ID / Sidwell No: 21-04-127-010
Property Address: 4107 South 2735 West, WEST VALLEY CITY, UT 84119
Owner's Address: 4107 South 2735 West, WEST VALLEY CITY, UT 84119
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor: Aploinar Gutierrez

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed a parcel(s) of land known as parcel number 109:C for transportation purposes. This contract is to be returned to: Steven J Dale, Right of Way Agent c/o West Valley City, a municipal

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants West Valley City, a municipal corporation, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price \$4,425.00

West Valley City, a municipal corporation

Right of Way Contract

Fee Simple Acquisition - Strip Take

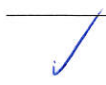
Project No: F-LC35(248)	Parcel No.: 109:C
Job/Proi / Auth No: 54335	Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements	
County of Property: SALT LAKE	Tax ID / Sidwell No: 21-04-127-010
Property Address: 4107 South 2753 West, WEST VALLEY CITY, UT 84119	
Owner's Address: 4107 South 2735 West, WEST VALLEY CITY, UT 84119	
Primary Phone:	Owner's Home Phone:
Owner / Grantor: Aploinar Gutierrez	
Owner's Work Phone:	

Grantor's Initials

Grantor understands this agreement is an option until approved by the West Valley City Council.

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

_____ Percent
 100%

GRANTOR:

Date



Aploinar Gutierrez

1-21-2016

GRANTEE:

Date

Right of Way Agents



Steven J. Dale/Acquisition Agent

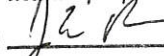
01/21/16

Michael C. Timothy/Team Leader

Approved by Mayor Ron Bigelow

Attest: City Recorder

APPROVED AS TO FORM
West Valley City Attorney's Office

By: 
Date: 12.29.15

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 Constitution Blvd.
West Valley, Utah 84119

Warranty Deed

(Individual)

Salt Lake County

Tax ID No. 21-04-127-010
PIN No. 12225
Project No. F-LC35(248)
Parcel No. LC35:109:C

Aploinar Gutierrez, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to West Valley City, a municipal corporation of the State of Utah, at 3600 Constitution Boulevard, West Valley, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee incident to the construction of signal upgrades at the intersection of 4100 South Street and 2700 West Street known as Project No. F-LC35(248), being part of an entire tract of property situate in Lot 81 of the Shorland No. 5, a subdivision recorded as Entry No. 2294221 in Book GG at Page 77 in the office of the Salt Lake County Recorder, a subdivision in the NE1/4NW1/4 of Section 4, T.2S., R.1W., S.L.B. & M., Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a northeast corner of said Lot 81 and a point in the existing southerly right of way line of 4100 South Street, said point is also 52.00 feet perpendicularly distant southerly from the 4100 South Street Control Line opposite approximate engineer station 192+57.76; thence southeasterly 47.19 feet along the arc of a 30.00-foot radius non-tangent curve to the right, (Note: Chord to said curve bears S.45°03'29"E. for a distance of 42.47 feet) to a point 50.00 feet perpendicularly distant westerly from the 2700 West Street Control Line opposite engineer station 705+17.81; thence N.45°03'29"W. 42.48 feet to the point of beginning as shown on the official map of said project on file in the office of West Valley City. The above described parcel of land contains 258 square feet in area or 0.006 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'56" clockwise to obtain highway bearings.)

WITNESS, the hand of said Grantor, this 21st day of JANUARY, A.D. 20 16.

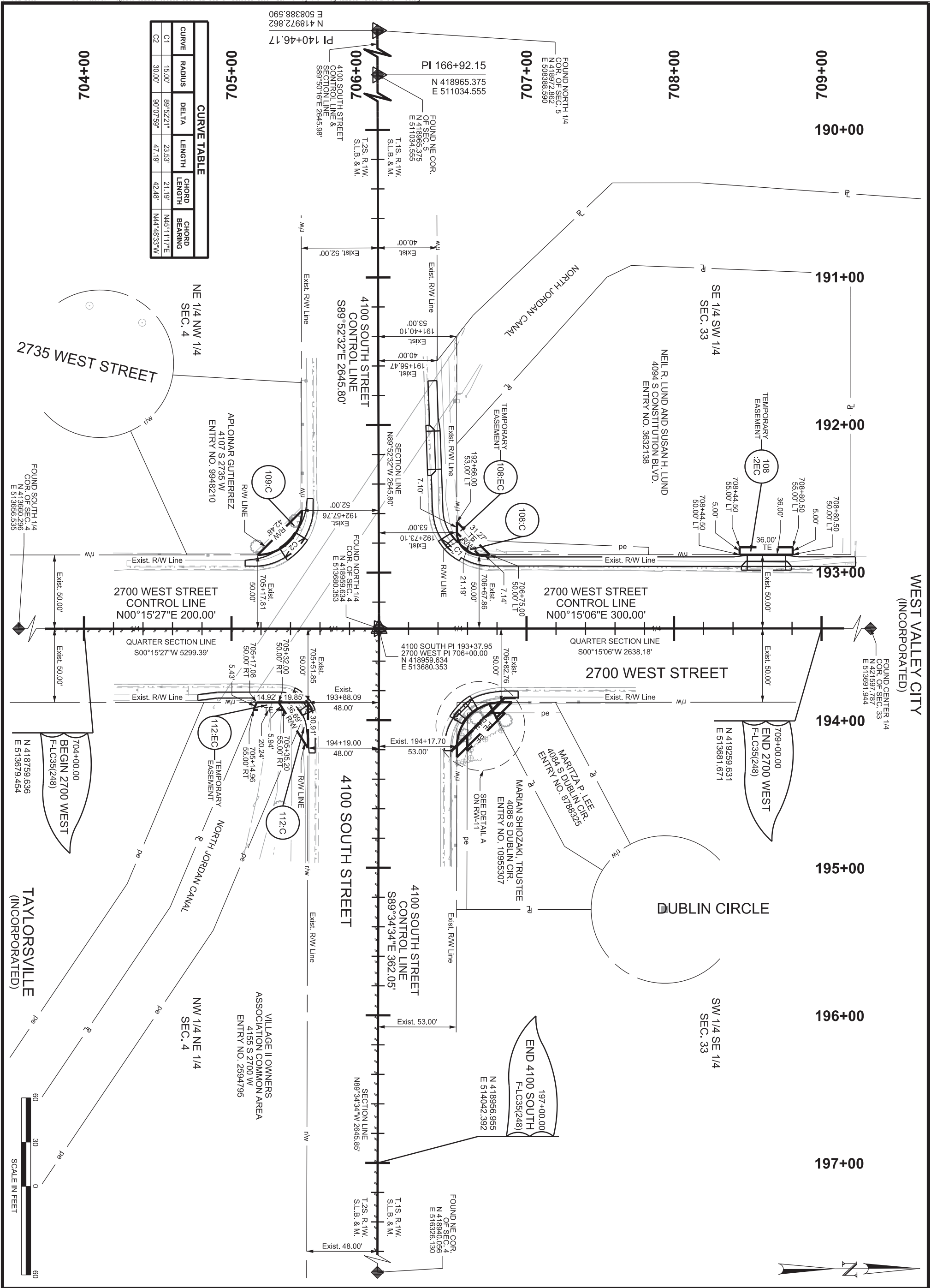



Aploinar Gutierrez

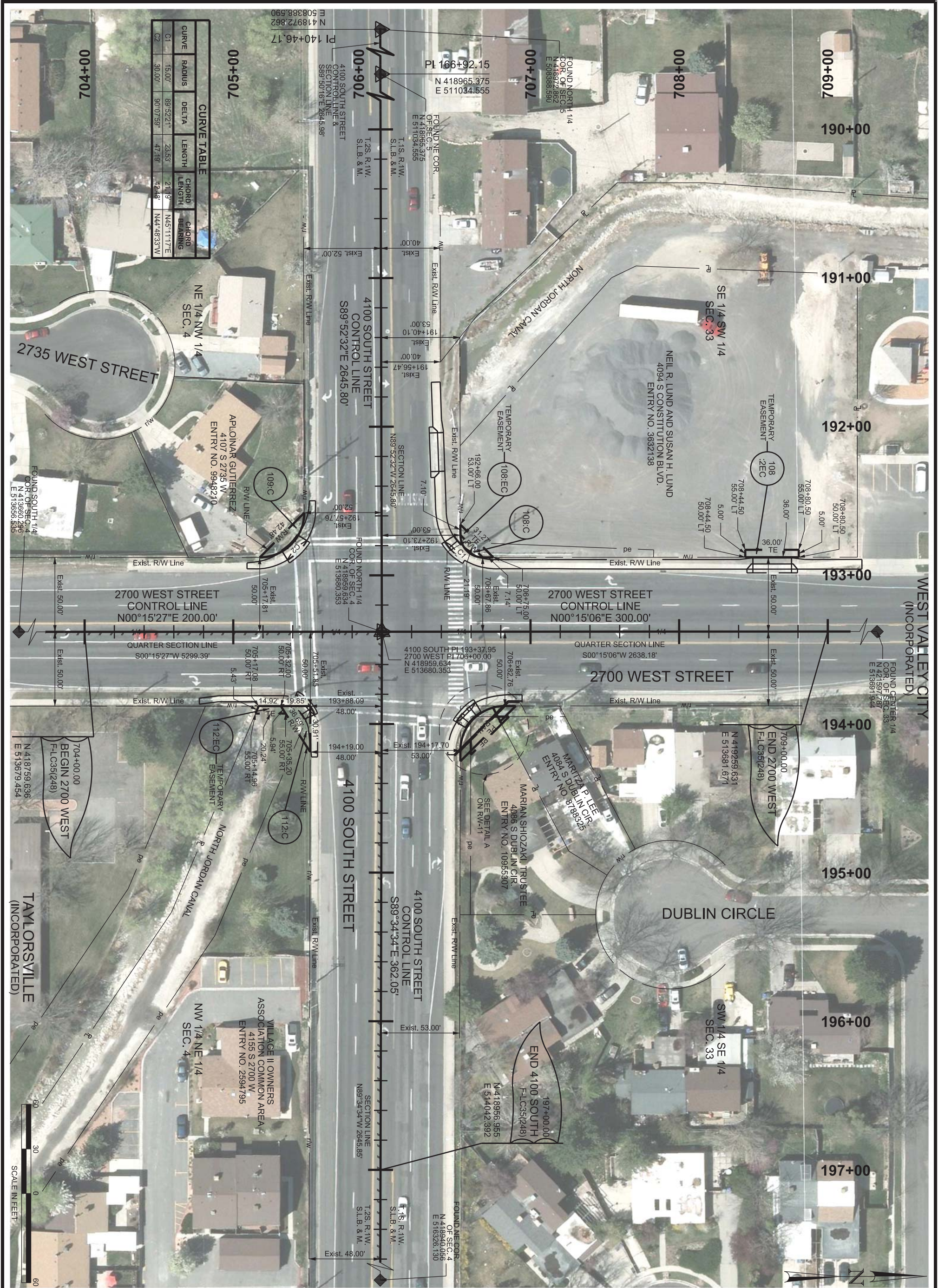
STATE OF UTAH)
COUNTY OF SALT LAKE) : ss

On the date first above written personally appeared before me, Aploinar Gutierrez, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.


Notary Public



SHEET NO. RW-06	COUNTY 2 ND	SALT LAKE	PROJECT			4100 S; 4000 W. 2700 W &				UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.				REVISIONS					
						1300 W SIGNAL IMPS													
			PROJECT NUMBER			F-LC35(248)		PIN	12225	APPROVED		DRAWN BY		GKD					
										 PROFESSIONAL LAND SURVEYOR		06/18/2015 DATE		QC CHECKED BY TJB		NO.	DATE	APPROVED BY	REMARKS
			RIGHT-OF-WAY PLAN																



SHEET NO.	COUNTY	SALT LAKE	PROJECT	4100 S; 4000 W. 2700 W &			UTAH DEPARTMENT OF TRANSPORTATION			REVISIONS				
			1300 W SIGNAL IMPS			REGION 2 - MERIDIAN ENGINEERING, INC.								
			PROJECT NUMBER	F-LC35(248)	PIN	12225	APPROVED	DRAWN BY	GKD					
			RIGHT-OF-WAY PLAN			06/18/2015			QC CHECKED BY	TJB				
						DATE							NO.	DATE
2F					PROFESSIONAL LAND SURVEYOR									

Item #:	
Fiscal Impact:	\$0.00
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and authorization for Release of Temporary Retention Pond Easement.

SYNOPSIS:

An existing easement Temporary Retention Pond Easement on Lot 3C of the Chad Turpin Subdivision Lot 3 Amended subdivision in favor of West Valley City is no longer necessary and needs to be released.

BACKGROUND:

On January 4, 2006, the Chad Turpin Subdivision, Lot 3 Amended was recorded in the office of the Salt Lake County Recorder. This plat amended Lot 3 of the Chad Turpin Subdivision to extend 5320 West Street to the north line of the existing Lot 3, and to divide Lot 3 into Lots 3A, 3B and 3C. As there was not an existing West Valley City storm drain to take storm water from the proposed subdivision, a retention pond was required to be constructed on Lot 3C and a Temporary Retention Pond Easement in favor of the City was required as a condition of final plat approval. With the recording and construction of Ashlee Commons Phase 2 including storm drain lines, the existing Temporary Retention Pond Easement on Lot 3C is no longer necessary. The owner of Lot 3C is now requesting the City to release the Temporary Retention Pond Easement.

RECOMMENDATION:

Approve Release of Retention Pond Easement and authorize the Mayor to execute said Release of Retention Pond Easement for and in behalf of West Valley City. Authorize City Recorder to record said Release of Retention Pond Easement.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION _____

**A RESOLUTION AUTHORIZING THE RELEASE OF A
TEMPORARY RETENTION POND EASEMENT ON LOT 3C OF
THE CHAD TURPIN SUBDIVISION LOT 3 AMENDED
SUBDIVISION, IN FAVOR OF WEST VALLEY CITY.**

WHEREAS, on January 4, 2006, the Chad Turpin Subdivision, Lot 3 Amended, was recorded in the office of the Salt Lake County Recorder; and

WHEREAS, as there was not an existing West Valley City storm drain to take storm water from the proposed subdivision, a retention pond was required to be constructed on Lot 3C and a Temporary Retention Pond Easement in favor of the City was required as a condition of final plat approval; and

WHEREAS, with the recording and construction of Ashlee Commons Phase 2, including storm drain lines, the existing Temporary Retention Pond Easement on Lot 3C is no longer necessary; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to accept the release.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the release of said Easement is hereby approved and accepted and that the Mayor and the City Manager are hereby authorized to accept or execute any documents necessary to effect said release, subject to approval of the final form of said documents by the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

When recorded Mail to:
West Valley City Recorder
3600 Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. #20-01-326-074

RELEASE OF TEMPORARY RETENTION POND EASEMENT

West Valley City, a municipal corporation of the State of Utah, located at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, hereby releases a **Temporary Retention Pond Easement** as shown on the subdivision plat of Chad Turpin Subdivision Lot 3 Amended, as recorded in Book 2006P at page 4 in the office of the Salt Lake County Recorder, and all its right, title and interest related to the use of said easement as a retention pond upon the following described property located at **4493 South 5320 West**, West Valley City, Salt Lake County, State of Utah, more particularly described as follows:

Lot 3C, Chad Turpin Subdivision Lot 3 Amended, according to the official plat thereof as recorded in the office of the County Recorder of Salt Lake County, State of Utah.

This Release of Easement shall not affect any other interests retained pursuant to the original plat or otherwise, for utility or other public uses.

IN WITNESS WHEREOF, West Valley City has executed this Termination effective as of this _____ day of _____, 2016.

West Valley City, a municipal corporation of the State of Utah

Ron Bigelow, Mayor

State of _____)
:ss
County of _____)

On this _____ day of _____, 2016, personally appeared before me **Ron Bigelow**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed to me that he is the **Mayor of West Valley City, a Utah municipal corporation of the State of Utah**, and that this document was signed by him in behalf of said municipal corporation by authority of a Resolution of the West Valley City Council.

Notary Public

ASHLEE COMMONS PHASE 2

AND AMENDING LOT 2 OF CHAD TURPIN SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

BASIS OF BEARING: S 89°49'45" E
5296.71' (MEASURED)

3936.44'

EAST QUARTER CORNER
SECTION 1, T2S, R2W, S18M
(FOUND 2.5" BRASS CAP MON.)

VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

PATRICK M. HARRIS
do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate
No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of
the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into
lots and streets together with easements, hereafter to be known as **ASHLEE COMMONS PHASE 2**
and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 89°49'45" EAST 1354.27 FEET ALONG THE SECTION LINE AND SOUTH 50°58' FEET
FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND
MERIDIAN; AND RUNNING

THENCE SOUTHEASTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CENTER
BEARS NORTH 89°54'38" EAST AND THE CHORD BEARS SOUTH 45°03'32" EAST 21.21 FEET WITH A CENTRAL ANGLE OF
90°00'37";

THENCE NORTH 89°54'22" EAST 155.50 FEET;
THENCE EASTERLY 25.78 FEET ALONG THE ARC OF A 223.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS
NORTH 00°05'38" WEST AND THE CHORD BEARS NORTH 86°35'38" EAST 25.77 FEET WITH A CENTRAL ANGLE OF 06°37'27");
THENCE NORTH 83°16'55" EAST 4.51 FEET;
THENCE NORTH 00°05'38" WEST 103.69 FEET;
THENCE NORTH 89°54'28" EAST 426.32 FEET TO THE WESTERLY BOUNDARY LINE OF WOODLEE SUBDIVISION

NO. 5;
THENCE SOUTH 00°04'08" EAST 357.71 FEET COINCIDENT WITH SAID WESTERLY BOUNDARY LINE OF WOODLEE
SUBDIVISION NO. 5 AND THE EASTERLY BOUNDARY LINE OF CHAD TURPIN SUBDIVISION TO THE NORTHEAST CORNER
OF CHAD TURPIN SUBDIVISION LOT 3 AMENDED;

THENCE SOUTH 89°54'34" WEST 626.91 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY LINE OF SAID CHAD
TURPIN SUBDIVISION LOT 3 AMENDED TO THE EASTERLY RIGHT OF WAY LINE OF 5400 WEST STREET;
THENCE NORTH 00°05'28" WEST 11.00 FEET COINCIDENT WITH SAID EASTERLY RIGHT OF WAY LINE OF 5400 WEST
STREET AND THE WESTERLY BOUNDARY LINE OF LOT 2 OF SAID CHAD TURPIN SUBDIVISION TO A CORNER OF SAID LOT 2;

THENCE NORTH 89°54'34" EAST 120.98 FEET COINCIDENT WITH A BOUNDARY LINE OF SAID LOT 2 TO A CORNER
OF SAID LOT 2;
THENCE NORTH 00°05'28" WEST 94.12 FEET COINCIDENT WITH A BOUNDARY LINE OF SAID LOT 2 TO THE
NORTHWEST CORNER OF SAID LOT 2;

THENCE NORTH 89°54'34" EAST 130.15 FEET COINCIDENT WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 2;
THENCE NORTH 00°05'38" WEST 25.78 FEET ALONG THE ARC OF A 223.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS
SOUTH 00°05'38" EAST AND THE CHORD BEARS SOUTH 86°35'38" WEST 25.77 FEET WITH A CENTRAL ANGLE OF 06°37'27");
THENCE SOUTH 83°16'55" WEST 23.07 FEET;
THENCE WESTERLY 32.03 FEET ALONG THE ARC OF A 277.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS
NORTH 00°05'38" WEST AND THE CHORD BEARS SOUTH 86°35'38" WEST 32.01 FEET WITH A CENTRAL ANGLE OF
06°37'27");

THENCE SOUTH 89°54'22" WEST 155.50 FEET;
THENCE SOUTHWESTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CENTER
BEARS SOUTH 00°05'37" EAST AND THE CHORD BEARS SOUTH 44°54'25" WEST 21.21 FEET WITH A CENTRAL ANGLE OF
89°59'45") TO SAID EASTERLY RIGHT OF WAY LINE OF 5400 WEST STREET;

THENCE NORTH 00°05'28" WEST 84.00 FEET COINCIDENT WITH SAID EASTERLY RIGHT OF WAY LINE OF 5400 WEST
STREET TO THE POINT OF BEGINNING.

CONTAINS 168,226 SQUARE FEET OR 3.862 ACRES AND 12 LOTS

OWNER'S DEDICATION

Known all men by these presents that I/we, the undersigned owner(s) of the above described tract of land, having caused same to be
subdivided into lots, streets and easements, hereafter known as the

ASHLEE COMMONS PHASE 2

do hereby dedicate for perpetual use of the public all roads and other areas shown on this plat as intended for Public use. The
undersigned owners also hereby convey to any and all public utility companies a perpetual easement over the public utility easements
shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned
owners also hereby convey any other easements shown on this plat to the parties indicated and for the purpose shown hereon.

In witness whereof I/we have hereunto set our hand(s) this 18 day of November A.D. 2015.

By Jacob Hansen
JACOB HANSEN
SECRETARY, FIELDSTONE UTAH
INVESTMENTS, LLC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH JS.S.
County of Salt Lake
On the _____ day of _____, A.D. 20____, personally appeared before me
_____, the signer of the foregoing instrument, who duly acknowledged to me that
he/she is the _____ of _____
a Utah Corporation, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.

MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY.

NOTARY PUBLIC

LIMITED LIABILITY CO: ANY ACKNOWLEDGMENT

STATE OF UTAH JS.S.
County of Salt Lake
On the 19 day of November A.D. 2015, personally appeared before me
Jacob Hansen, the signer of the foregoing instrument, who duly acknowledged to me that
he/she is a _____ of Fieldstone Utah Investments, LLC
a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.

MY COMMISSION EXPIRES: 9/18/18
RESIDING IN Salt Lake COUNTY.

NOTARY PUBLIC

Commission # 679320 Exp. 09-18-2018

ASHLEE COMMONS PHASE 2

AND AMENDING LOT 2 OF CHAD TURPIN SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

RECORDED # 122 05586

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF: WEST VALLEY CITY

DATE: 01-14-16 TIME: 1:43 PM BOOK: 2016P PAGE: 6
4282 DEPUTY SALT LAKE COUNTY RECORDER

WEST QUARTER CORNER
SECTION 1, T2S, R2W, S18M
(FOUND 2.5" BRASS CAP MON.)

1354.27'

4430 SOUTH
(PUBLIC RIGHT OF WAY)

LOT 114

LOT 115

ASHLEE COMMONS PHASE 1

LOT 116

LOT 117

LOT 118

LOT 119

LOT 120

LOT 121

LOT 122

LOT 123

LOT 124

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Item #:	
Fiscal Impact:	<u>\$15,516.84 (6.77% of Actual Cost)</u>
Funding Source:	<u>STP Funds/Road Impact Fees</u>
Account #:	<u>31-7580-40750-75147-0000</u>
Budget Opening Required:	<u>No</u>

ISSUE:

Authorization, acceptance and execution of a Right-of-way Contract, and acceptance of four Special Warranty Deeds, two Perpetual Utility Easement, two Perpetual Easements and four Temporary Construction Easements.

SYNOPSIS:

Orbital ATK, Inc. a Delaware corporation, formerly known as Alliant Techsystems, Inc. has signed a Right-of-way Contract, and has agreed to sign four Special Warranty Deeds, two Perpetual Utility Easements, two Perpetual Easement (slope easements), and four Temporary Construction Easements for property located at approximately 6149 S. Highway 111 (20-15-300-006).

BACKGROUND:

The Orbital ATK, Inc. a Delaware corporation parcel is one of the properties affected by the 6200 South Extension Project. This project will extend 6200 South from Mountain View Corridor to SR-111. The acquisition includes four parcels totaling 72,739 square feet or 1.670 acres, along with two Perpetual Utility Easement, two Perpetual Easements and four Temporary Construction Easements. Compensation for the purchase of the properties and easements is \$229,200.00 based upon the appraisal report by Integra Realty Resources.

The project is being funded under the Surface Transportation Program (STP) with federal funds. Under a previously executed federal aid agreement, West Valley City is responsible for 6.77% of all project costs, including right of way. With the total value of the right-of-way and easements for this acquisition being \$229,200.00, the West Valley City share of these easements will be \$15,516.84 plus a portion of the closing costs.

RECOMMENDATION:

Accept Special Warranty Deeds, Perpetual Utility Easements, Perpetual Easements, and Temporary Construction Easements and authorize Mayor to execute Right-of-way Contract (two copies). Recording of documents and distribution of funds will be handled through a title company.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY AGREEMENT WITH ORBITAL ATK, INC, FOR PROPERTY LOCATED AT APPROXIMATELY 6149 SOUTH HIGHWAY 111 (20-15-300-006), AND TO ACCEPT FOUR SPECIAL WARRANTY DEEDS, TWO PERPETUAL UTILITY EASEMENTS, TWO PERPETUAL EASEMENTS AND FOUR GRANTS OF TEMPORARY CONSTRUCTION EASEMENT.

WHEREAS, Orbital ATK, Inc. a Delaware corporation, formerly known as Alliant Techsystems, Inc. (herein “Orbital ATK”), owns property located at approximately 6149 South 4000 Highway 111 (20-15-300-006) in West Valley City (herein the “Property”); and

WHEREAS, the Property is affected by the 6200 South Extension Project; and

WHEREAS, the City desires to purchase a right-of-way on the Property to facilitate completion of the 6200 South Extension Project; and

WHEREAS, Orbital ATK has agreed to convey said right-of-way to the City; and

WHEREAS, an agreement has been prepared for execution by and between the City and Orbital ATK, a copy of which is attached hereto and entitled “West Valley City Right of Way Contract” (herein the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, Orbital ATK has agreed to execute four Special Warranty Deeds conveying said right-of-way to the City, as well as two Perpetual Utility Easements, two Perpetual Easements and four Grants of Temporary Construction Easement; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement, and to accept said Special Warranty Deeds, Perpetual Utility Easements, Perpetual Easements and Grants of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the “West Valley City Right of Way Contract” is hereby approved in substantially the form attached, and the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.
2. That the Mayor is hereby authorized to accept the Special Warranty Deeds, Perpetual Utility Easements, Perpetual Easements and Grants of Temporary Construction Easement and Grants of Temporary Construction Easement.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City, a municipal corporation

Right-of-way Contract

Fee Simple Acquisition – Strip Take

Project No: F-2150(1)0 Parcel No.(s): 100:2C, 100:2E, 100:2EC, 100:3C, 100:3E, 100:3EC, 100:4EC, 100:C, 100:E, 100:EC, 100:SC, 100B:EC

Job/Project /Authorization No: 53950

Pin No: 8557

Project Location: 6200 SOUTH; 6100 WEST TO SR-111

County of Property: SALT LAKE Tax ID / Sidwell No: 20-15-300-006

Property Address: 6149 South U-111 Highway WEST VALLEY CITY, UT 84118

Owner's Address: P.O. Box 98, Magna, UT. 84044-0098

Primary Phone: (801)-251-3735

Owner's Home Phone:

Owner's Work Phone: (801)-251-3735

Owner / Grantor: Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows: The Grantor hereby agrees to convey and sell by Special Warranty Deed, Special Warranty Deed, Special Warranty Deed, Special Warranty Deed, Perpetual Easement, Perpetual Easement, Perpetual Easement, Temporary Easement, Perpetual Easement, Temporary Easement, Temporary Easement parcels of land known as parcel numbers 100:2C, 100:2E, 100:2EC, 100:3C, 100:3E, 100:3EC, 100:4EC, 100:C, 100:E, 100:EC, 100:SC, 100B:EC for transportation purposes. This contract is to be returned to: Steven J Dale, Right of Way Agent c/o West Valley City, a municipal corporation, 3600 South Constitution Blvd, West Valley City, UT 84119.

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Total Selling Price

\$229,200.00

West Valley City, a municipal corporation

Right-of-way Contract

Fee Simple Acquisition – Strip Take

Project No: F-2150(1)0 Parcel No.(s): 100:2C, 100:2E, 100:2EC, 100:3C, 100:3E, 100:3EC, 100:4EC, 100:C, 100:E, 100:EC, 100:SC, 100B:EC
Job/Project /Authorization No: 53950 Pin No: 8557
Project Location: 6200 SOUTH; 6100 WEST TO SR-111
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Grantor's Initials

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Percent: 2

Date 1/12/16

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100% Percent

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By: Michael R. Williams
Its: Vice President and Treasurer

State of Virginia)

County of Loudoun)

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NOTARY PUBLIC

Julie Anne Winship
JULIE ANNE WINSHIP
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #162153
My Commission Expires Sept. 30, 2017

Steven J. Dale / Acquisition Agent

Coby S. Wilson / Team Leader

Approved by Mayor Ron Bigelow

Attest: City Recorder

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NOTARY PUBLIC

Julie Anne Winship
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Coby S. Wilson / Team Leader

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Coby S. Wilson / Team Leader

Approved by Mayor Ron Bigelow

Attest: City Recorder

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Special Warranty Deed (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:2C

THIS SPECIAL WARRANTY DEED (hereinafter this **"Deed"**) is made as of _____, 2015, by Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, (**"Grantor"**), in favor of the City of West Valley, Utah (**"Grantee"**), having an address of 3600 Constitution Blvd., West Valley City, Utah 84119.

Conveyance

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor executes this Special Warranty Deed for the purpose of conveying to Grantee as follows:

Grantor hereby conveys and warrants against all who claim by, through, or under Grantor to Grantee all of Grantor's right, title, and interest in and to the parcel of land more particularly described in Exhibit A attached hereto and incorporated by reference herein for all purposes (the **"Property"**), subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the Property and all visible and apparent matters that would be disclosed by a survey.

Grantee acknowledges and agrees that Grantor is conveying the Property to Grantee in an "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition based solely on Grantee's own inspection WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, other than the special warranty of title set forth in this Deed.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS

OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY CONDITIONS WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE, (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, COMPOSITION OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (vi) ANY GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY.

WITHOUT LIMITING THE FOREGOING, GRANTOR DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (collectively, the "**Hazardous Substance Laws**"). For purposes of this Deed, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any hazardous substance laws. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION MADE AVAILABLE TO GRANTEE BY GRANTOR.

Except with respect to representations and warranties expressly set forth in this Deed, Grantee or anyone claiming by, through or under Grantee, hereby fully waives and releases Grantor, its affiliated companies, and their respective employees, officers, directors, representatives, attorneys and agents from any and all claims, liabilities, damages, losses, penalties, fines, costs (including, without limitation, reasonable attorneys' and paralegals' fees, court costs and costs of experts), causes of action, and remedies arising from or related to any defects or other conditions affecting the Property. Grantee further acknowledges and agrees that this waiver and release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

Grantee hereby assumes payment of the ad valorem taxes for 2016 and all subsequent years.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first written above.

GRANTOR:
ORBITAL ATK, INC., a Delaware corporation formerly known as ALLIANT TECHSYSTEMS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
:SS.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, a notary public, personally appeared _____, to me personally known, being by me duly sworn, did acknowledge that he/she is the _____ of Orbital ATK, Inc., a Delaware corporation formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation as the free act and deed of said corporation.

Notary Public

EXHIBIT A

A parcel of land in fee for the widening of the existing 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the SW1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southeasterly right of way line of the existing 6200 South Street which point is 1,622.12 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 221.35 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 56.87 feet perpendicularly distant southeasterly from the control line of said project opposite engineer station 10+74.50; and running thence S.06°18'09"W. 32.04 feet to a point in the northeasterly right of way line of the existing highway State Route 111 which point is 48.79 feet perpendicularly distant northeasterly from the control line of said State Route 111; thence N.39°37'25"W. 23.25 feet along said northeasterly right of way line to the beginning of a 1,446.70-foot radius non-tangent curve to the right along said southeasterly right of way line (Note: center bears S.37°40'18"E.); thence northeasterly along the arc of said curve 23.04 feet through a delta of 00°54'44" (Note: chord to said curve bears N.52°47'04"E. for a distance of 23.04 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 268 square feet or 0.006 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Perpetual Utility Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:2E

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc.,
a Corporation of the State of Delaware, the undersigned,
hereby DEDICATES a Public Utility Easement (the "Easement") described below for the use and
installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute").
The Easement is non-exclusive and may be used by all public utilities according to the terms of the
PUE Statute.

The Easement, upon part of an entire tract of property, in the SW1/4SW1/4 and the SE1/4SW1/4 of Section
15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the southerly right of way line of the existing 6200 South Street which point is
817.94 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book
"H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 278.34 feet
N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner
of Section 15, said point is also approximately 57.00 feet perpendicularly distant southerly from the control
line of said project opposite engineer station 20+02.50; and running thence S.13°54'04"E. 17.34 feet to a
point in a 681.00-foot radius non-tangent curve to the left (Note: center bears S.32°48'58"W.); thence
westerly along the arc of said curve 781.15 feet through a delta of 65°43'21" (Note: chord to said curve bears
S.89°57'18"W. for a distance of 739.02 feet) to the beginning of a 1,434.70-foot radius non-tangent curve to
the left (Note: center bears S.33°42'15"E.); thence southwesterly along the arc of said curve 87.76 feet
through a delta of 03°30'17" (Note: chord to said curve bears S.54°32'37"W. for a distance of 87.75 feet) to
a point 68.85 feet radially distant southeasterly from said control line opposite engineer station 10+62.92;

thence N.06°18'09"E. 16.48 feet to a point in a 1,446.70-foot radius non-tangent curve to the right and the southerly right of way line of the existing 6200 South Street which point is 56.87 feet perpendicularly distant southeasterly from said control line opposite engineer station 10+74.50 (Note: center bears S.36°45'33"E.); thence northeasterly along the arc of said curve and said southerly right of way line 77.23 feet through a delta of 03°03'31" (Note: chord to said curve bears N.54°46'12"E. for a distance of 77.22 feet) to the beginning of a 693.00-foot radius non-tangent curve to the right (Note: center bears S.32°54'47"E.); thence easterly along the arc of said curve and said southerly right of way line 782.38 feet through a delta of 64°41'09" (Note: chord to said curve bears N.89°25'47"E. for a distance of 741.49 feet) to the point of beginning. The above described part of an entire tract of land contains 10,371 square feet or 0.238 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

Orbital ATK, Inc., a Delaware corporation,
formerly known as Alliant Techsystems, Inc., a
Delaware corporation

By:

Title:

STATE OF _____)
: ss.
COUNTY OF _____)

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that __he is the _____ of Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that the within and foregoing instrument was signed in behalf of said corporation and said _____ acknowledged to me that said corporation executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:2EC

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc.,
a Corporation of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY
CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum
of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described
easement in

Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of property, in the SW1/4SW1/4 of Section 15, T.2S.,
R.2W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of installing, maintaining clear of hazards,
operating, repairing, removing, replacing, and relocating thereon public utility facilities and appurtenant parts
thereof including, but not limited to ATMS fiber optic conduit, electrical service and distribution lines, culinary
and irrigation water facilities; and highway appurtenances including, but not limited to slopes, street and
signal lighting facilities, directional and traffic information signs and includes the rights of ingress and egress
within the easement by employees, contractors, agents, and assigns of West Valley City, to facilitate the
construction of the existing 6200 South Street known as Project No. F-2150(1)0. The boundaries of said part
of an entire tract of land are described as follows:

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the northerly right of way line of the existing 6200 South Street which point is
1,387.96 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in
Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 466.41 feet
N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner
of Section 15, said point is also approximately 57.00 feet radially distant northerly from the control line of said

project opposite engineer station 13+95.00; and running thence westerly along the arc of a 807.00-foot radius non-tangent curve to the left along said northerly right of way line (Note: center bears S.14°38'14"E.) 10.76 feet through a delta of 00°45'50" (Note: chord to said curve bears S.74°58'51"W. for a distance of 10.76 feet) to a point 57.00 feet radially distant northerly from said control line opposite engineer station 13+85.00; thence N.15°24'04"W. 65.00 feet to the beginning of a 872.00-foot radius non-tangent curve to the left (Note: center bears S.15°24'04"E.) 122.00 feet radially distant northwesterly from said control line opposite engineer station 13+85.00; thence southwesterly along the arc of said curve 267.19 feet through a delta of 17°33'22" (Note: chord to said curve bears S.65°49'15"W. for a distance of 266.15 feet) to the beginning of a 1,616.61-foot radius non-tangent curve to the left (Note: center bears S.33°37'35"E.) 122.00 feet radially distant northwesterly from said control line opposite engineer station 11+55.19; thence southwesterly along the arc of said curve 120.56 feet through a delta of 04°16'22" (Note: chord to said curve bears S.54°14'14"W. for a distance of 120.53 feet) to a point in the northeasterly right of way line of the existing State Route 111 which point is 48.80 feet perpendicularly distant northeasterly from the control line of State Route 111 opposite engineer station 111+80.84; thence N.39°37'25"W. 20.01 feet along said northeasterly right of way line to the beginning of a 1,636.61-foot radius non-tangent curve to the right (Note: center bears S.37°55'13"E.); thence northeasterly along the arc of said curve 122.77 feet through a delta of 04°17'53" (Note: chord to said curve bears N.54°13'44"E. for a distance of 122.74 feet) to the beginning of a 892.00-foot radius non-tangent curve to the right (Note: center bears S.32°57'53"E.); thence northeasterly along the arc of said curve 285.33 feet through a delta of 18°19'39" (Note: chord to said curve bears N.66°11'57"E. for a distance of 284.11 feet) ; thence S.14°38'14"E. 85.00 feet to the point of beginning. The above described part of an entire tract of land contains 8,803 square feet or 0.202 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

It is agreed hereby, that the Owners, by consent of the West Valley City, shall have the right to lessen but not to increase the vertical distance or grade of said cut and/or fill slopes.

After said public utilities and appurtenant parts thereof are constructed on the above described part of an entire tract at the expense of West Valley City, said West Valley City is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against public utilities not owned or operated by West Valley City and appurtenant parts thereof.

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

Orbital ATK, Inc., a Delaware corporation,
formerly known as Alliant Techsystems, Inc., a
Delaware corporation

Title:

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that __he is the _____ of Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that the within and foregoing instrument was signed in behalf of said corporation and said _____ acknowledged to me that said corporation executed the same.

Prepared by: (JLS) Meridian Engineering, Inc.
Revised by: (SJD) West Valley City (12/03/2015)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Special Warranty Deed (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:3C

THIS SPECIAL WARRANTY DEED (hereinafter this “**Deed**”) is made as of _____, 2015, by Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc. a Delaware corporation, (“**Grantor**”), in favor of the City of West Valley, Utah (“**Grantee**”), having an address of 3600 Constitution Blvd., West Valley City, Utah 84119.

Conveyance

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor executes this Special Warranty Deed for the purpose of conveying to Grantee as follows:

Grantor hereby conveys and warrants against all who claim by, through, or under Grantor to Grantee all of Grantor's right, title, and interest in and to the parcel of land more particularly described in Exhibit A attached hereto and incorporated by reference herein for all purposes (the “**Property**”), subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the Property and all visible and apparent matters that would be disclosed by a survey.

Grantee acknowledges and agrees that Grantor is conveying the Property to Grantee in an “AS IS”, “WHERE IS”, and “WITH ALL FAULTS” condition based solely on Grantee's own inspection WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, other than the special warranty of title set forth in this Deed.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED,

WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY CONDITIONS WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE, (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, COMPOSITION OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (vi) ANY GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY.

WITHOUT LIMITING THE FOREGOING, GRANTOR DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONVERSION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (collectively, the "**Hazardous Substance Laws**"). For purposes of this Deed, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any hazardous substance laws. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION MADE AVAILABLE TO GRANTEE BY GRANTOR.

Except with respect to representations and warranties expressly set forth in this Deed, Grantee or anyone claiming by, through or under Grantee, hereby fully waives and releases Grantor, its affiliated companies, and their respective employees, officers, directors, representatives, attorneys and agents from any and all claims, liabilities, damages, losses, penalties, fines, costs (including, without limitation, reasonable attorneys' and paralegals' fees, court costs and costs of experts), causes of action, and remedies arising from or related to any defects or other conditions affecting the Property. Grantee further acknowledges and agrees that this waiver and release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

Grantee hereby assumes payment of the ad valorem taxes for 2016 and all subsequent years.

GRANTOR:
ORBITAL ATK, INC., a Delaware corporation, formerly known as, **ALLIANT TECHSYSTEMS, INC.,** a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
 :SS.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, a notary public, personally appeared _____, to me personally known, being by me duly sworn, did acknowledge that he/she is the _____ of Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation as the free act and deed of said corporation.

Notary Public

EXHIBIT A

A parcel of land in fee for the widening of the existing 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the SE1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the northerly right of way line of the former 6200 South Street which point is 770.76 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 53.00 feet perpendicularly distant easterly from the control line of the access road opposite engineer station 0+24.75; and running thence N.89°38'20"W. 106.00 feet along said northerly right of way line parallel with and 24.75 feet perpendicularly distant northerly from said monument line to the beginning of a 20.00-foot radius non-tangent curve to the left (Note: center bears N.00°21'40"E.); thence northeasterly along the arc of said curve 31.42 feet through a delta of 90°00'00" (Note: chord to said curve bears N.45°21'40"E. for a distance of 28.28 feet) to a line parallel with and 33.00 feet perpendicularly distant westerly from said control line opposite engineer station 0+44.75; thence N.00°21'40"E. 37.89 feet along said parallel line to the beginning of a 333.00-foot radius curve to the right opposite engineer station 0+82.64; thence northerly along the arc of said curve, concentric with said control line, 176.61 feet through a delta of 30°23'13" (Note: chord to said curve bears N.15°33'17"E. for a distance of 174.54 feet) to a point opposite engineer station 2+41.75; thence N.13°54'04"W. 28.12 feet to a point in a 693.00-foot radius non-tangent curve to the right (Note: center bears S.31°46'22"W.) and the southerly right of way line of 6200 South Street which point is 57.00 feet radially distant southerly from the control line of said 6200 South Street opposite engineer station 20+02.50; thence southeasterly along the arc of said curve and said southerly right of way line 61.97 feet through a delta of 05°07'24" (Note: chord to said curve bears S.55°39'56"E. for a distance of 61.95 feet) to the beginning of a 1,514.07-foot radius non-tangent curve to the right (Note: center bears S.37°46'28"W.) to a point 57.00 feet radially distant southerly from said control line opposite engineer station 20+69.57; thence southeasterly along the arc of said curve and said southerly right of way line 47.90 feet through a delta of 01°48'45" (Note: chord to said curve bears S.51°19'10"E. for a distance of 47.89 feet) to a point 57.10 feet radially distant southerly from said control line opposite engineer station 21+20.50; thence S.79°29'05"W. 30.96 feet to the beginning of a 267.00-foot radius non-tangent curve to the left, concentric with and 33.00 feet radially distant from the control line of said access road opposite engineer station 2+29.50 (Note: center bears S.61°35'29"E.); thence southerly along the arc of said curve 130.70 feet through a delta of 28°02'51" (Note: chord to said curve bears S.14°23'06"W. for a distance of 129.40 feet) to a line parallel with said control line opposite engineer station 0+82.64; thence S.00°21'40"W. 37.89 feet along said parallel line to the beginning of a 20.00-foot radius curve to the left

opposite engineer station 0+44.75; thence southeasterly along the arc of said curve 31.42 feet through a delta of 90°00'00" (Note: chord to said curve bears S.44°38'20"E. for a distance of 28.28 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 16,074 square feet or 0.369 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Perpetual Utility Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:3E

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc.,
a Corporation of the State of Delaware, the undersigned,
hereby DEDICATES a Public Utility Easement (the "Easement") described below for the use and
installation of public utility facilities as provided in Utah Code Section 54-3-27 (the "PUE Statute").
The Easement is non-exclusive and may be used by all public utilities according to the terms of the
PUE Statute.

The Easement, upon part of an entire tract of property, in the SE1/4SW1/4 of Section 15, T.2S., R.2W.,
S.L.B.&M., in Salt Lake County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at the intersection of the southerly right of way line of the existing 6200 South Street and the
northerly right of way line of the former 6200 South Street which point is 474.70 feet N.89°38'20"W. along
the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number
493035 in the office of the Salt Lake County Recorder and 24.75 feet N.00°21'40"E. from the Salt Lake
County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also
approximately 57.01 feet radially distant southwesterly from the control line of said project opposite engineer
station 24+26.29; and running thence N.89°38'20"W. 25.39 feet along said northerly right of way line to the
beginning of a 819.00-foot radius non-tangent curve to the right (Note: center bears N.29°20'50"E.); thence
northwesterly along the arc of said curve 108.21 feet through a delta of 07°34'12" (Note: chord to said curve
bears N.56°52'04"W. for a distance of 108.13 feet) to the beginning of a 1,632.03-foot radius non-tangent
curve to the right (Note: center bears N.37°42'25"E.); thence northwesterly along the arc of said curve
122.12 feet through a delta of 04°17'15" (Note: chord to said curve bears N.50°08'58"W. for a distance of
122.09 feet); thence N.48°38'06"W. 3.28 feet to a point in a 1,502.07-foot radius non-tangent curve to the

Continued on Page 2
COMPANY RW-09C (11-01-03)

left (Note: center bears S.42°02'11"W.); thence northwesterly along the arc of said curve 74.28 feet through a delta of 02°50'00" (Note: chord to said curve bears N.49°22'49"W. for a distance of 74.27 feet) to a point 69.15 feet perpendicularly distant southwesterly from said control line opposite engineer station 21+09.91; thence N.79°29'05"E. 15.69 feet to a point in a 1,514.07-foot radius non-tangent curve to the right and said southerly right of way line (Note: center bears S.39°35'12"W.) 57.10 feet perpendicularly distant southwesterly from said control line opposite engineer station 21+20.50; thence along said southerly right of way line the following four (4) courses: (1) southeasterly along the arc of said curve 64.66 feet through a delta of 02°26'49" (Note: chord to said curve bears S.49°11'23"E. for a distance of 64.66 feet); thence (2) S.48°38'06"E. 3.27 feet to the beginning of a 1,620.03-foot radius non-tangent curve to the left (Note: center bears N.41°59'48"E.); thence (3) southeasterly along the arc of said curve 121.21 feet through a delta of 04°17'12" (Note: chord to said curve bears S.50°08'49"E. for a distance of 121.18 feet) to the beginning of a 807.00-foot radius non-tangent curve to the left (Note: center bears N.36°54'41"E.); thence (4) southeasterly along the arc of said curve 128.76 feet through a delta of 09°08'29" (Note: chord to said curve bears S.57°39'34"E. for a distance of 128.62 feet) to the point of beginning. The above described part of an entire tract of land contains 3,754 square feet or 0.086 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

Orbital ATK, Inc., a Delaware corporation,
formerly known as Alliant Techsystems, Inc., a
Delaware corporation

Title:

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that __he is the _____ of Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that the within and foregoing instrument was signed in behalf of said corporation and said _____ acknowledged to me that said corporation executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:3EC

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc.,
a Corporation of the State of Delaware, Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY
CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum
of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described
easement in Salt Lake County, State of Utah, to wit:

A temporary easement, upon part of an entire tract of property, in the SE1/4SW1/4 and the SW1/4SW1/4 of
Section 15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and
roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the
construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon
the beginning of actual construction on the property and shall continue only until project construction on the
property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such
that the Grantor may use the property at any time in a manner which does not interfere with construction
activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at the intersection of the northerly right of way line of the existing 6200 South Street and the
westerly right of way line of the existing Kennecott Railroad which point is 280.33 feet N.89°38'20"W. along
the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number
493035 in the office of the Salt Lake County Recorder and 71.18 feet N.00°21'40"E. from the Salt Lake
County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also
approximately 56.98 feet radially distant northerly from the control line of said project opposite engineer
station 25+91.24; and running thence along said northerly right of way line the following five (5) courses: (1)

northwesterly along the arc of a 692.97-foot radius non-tangent curve to the right (Note: center bears N.15°10'08"E.) 262.79 feet through a delta of 21°43'40" (Note: chord to said curve bears N.63°58'02"W. for a distance of 261.22 feet) to a point in a 1,447.55-foot radius non-tangent curve to the right (Note: center bears N.37°40'35"E.); thence (2) northwesterly along the arc of said curve 112.55 feet through a delta of 04°27'18" (Note: chord to said curve bears N.50°05'46"W. for a distance of 112.53 feet); thence (3) N.48°38'07"W. 3.28 feet to the beginning of a 1,553.34-foot radius non-tangent curve to the left (Note: center bears S.42°05'19"W.); thence (4) northwesterly along the arc of said curve 121.21 feet through a delta of 04°28'15" (Note: chord to said curve bears N.50°08'49"W. for a distance of 121.18 feet) to the beginning of a 807.00-foot radius non-tangent curve to the left (Note: center bears S.36°54'41"W.); thence (5) westerly along the arc of said curve 726.05 feet through a delta of 51°32'55" (Note: chord to said curve bears N.78°51'46"W. for a distance of 701.81 feet); thence N.14°38'14"W. 85.00 feet to the beginning of a 892.00-foot radius non-tangent curve to the left (Note: center bears S.14°38'14"E.); thence southwesterly along the arc of said curve 285.33 feet through a delta of 18°19'39" (Note: chord to said curve bears S.66°11'57"W. for a distance of 284.11 feet) to the beginning of a 1,636.61-foot radius non-tangent curve to the left (Note: center bears S.33°37'20"E.); thence southwesterly along the arc of said curve 122.77 feet through a delta of 04°17'53" (Note: chord to said curve bears S.54°13'44"W. for a distance of 122.74 feet) to the northeasterly right of way line of the existing State Route 111; thence N.39°37'25"W. 5.00 feet along said northeasterly right of way line and the beginning of a 1,641.61-foot radius non-tangent curve to the right (Note: center bears S.37°55'31"E.); thence northeasterly along the arc of said curve 123.32 feet through a delta of 04°18'15" (Note: chord to said curve bears N.54°13'36"E. for a distance of 123.29 feet) to the beginning of a 897.00-foot radius non-tangent curve to the right (Note: center bears S.32°57'59"E.); thence northeasterly along the arc of said curve 291.96 feet through a delta of 18°38'55" (Note: chord to said curve bears N.66°21'28"E. for a distance of 290.67 feet); thence S.14°38'14"E. 45.00 feet to the beginning of a 852.00-foot radius non-tangent curve to the right (Note: center bears S.14°18'03"E.); thence easterly along the arc of said curve 761.82 feet through a delta of 51°13'52" (Note: chord to said curve bears S.78°41'07"E. for a distance of 736.69 feet) to the beginning of a 1,598.34-foot radius non-tangent curve to the right (Note: center bears S.37°36'28"W.); thence southeasterly along the arc of said curve 124.71 feet through a delta of 04°28'14" (Note: chord to said curve bears S.50°09'25"E. for a distance of 124.68 feet); thence S.48°38'07"E. 3.30 feet to the beginning of a 1,402.55-foot radius non-tangent curve to the left (Note: center bears N.42°08'37"E.); thence southeasterly along the arc of said curve 109.04 feet through a delta of 04°27'16" (Note: chord to said curve bears S.50°05'01"E. for a distance of 109.02 feet) to the beginning of a 647.97-foot radius non-tangent curve to the left (Note: center bears N.36°52'11"E.); thence southeasterly along the arc of said curve 189.20 feet through a delta of 16°43'47" (Note: chord to said curve bears S.61°29'42"E. for a distance of 188.53 feet) to the beginning of a 5,793.24-foot radius non-tangent curve to the left (Note: center bears N.55°43'29"E.); thence southeasterly along the arc of said curve 73.51 feet through a delta of 00°43'37" (Note: chord to said curve bears S.34°38'20"E. for a distance of 73.51 feet) to the point of beginning. The above described part of an entire tract of land contains 56,715 square feet or 1.302 acres in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

COMPANY RW-09C (11-01-03)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:4EC

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Corporation of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to wit:

A temporary easement, upon part of an entire tract of property, in the SW1/4SW1/4 and SE1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the southerly right of way line of the existing 6200 South Street which point is 817.94 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 278.34 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 57.00 feet radially distant southerly from the control line of said project opposite engineer station 20+02.50; and running thence S.13°54'04"E. 17.34 feet to a point in a 681.00-foot radius non-tangent curve to the left (Note: center bears S.32°48'58"W.); thence westerly along

the arc of said curve 781.15 feet through a delta of $65^{\circ}43'21''$ (Note: chord to said curve bears $S.89^{\circ}57'18''W.$ for a distance of 739.02 feet) to the beginning of a 1,434.70-foot radius non-tangent curve to the left (Note: center bears $S.33^{\circ}42'15''E.$); thence southwesterly along the arc of said curve 62.93 feet through a delta of $02^{\circ}30'47''$ (Note: chord to said curve bears $S.55^{\circ}02'22''W.$ for a distance of 62.92 feet); thence $S.06^{\circ}49'58''W.$ 33.47 feet; thence $S.39^{\circ}37'37''E.$ 211.33 feet; thence $N.89^{\circ}38'20''W.$ 15.30 feet to the northeasterly right of way line of the existing highway of State Route 111; thence $N.39^{\circ}37'25''W.$ 215.00 feet along said northeasterly right of way line to a point 48.79 feet perpendicularly distant northeasterly from the control line of State Route 111 opposite engineer station 109+78.50; thence $N.06^{\circ}18'09''E.$ 32.04 feet to a point in a 1,446.70-foot radius non-tangent curve to the right and the southerly right of way line of the existing 6200 South Street which point is 56.87 feet perpendicularly distant southeasterly from said control line opposite engineer station 10+74.50 (Note: center bears $S.36^{\circ}45'33''E.$); thence northeasterly along the arc of said curve and said southerly right of way line 77.23 feet through a delta of $03^{\circ}03'31''$ (Note: chord to said curve bears $N.54^{\circ}46'12''E.$ for a distance of 77.22 feet) to the beginning of a 693.00-foot radius non-tangent curve to the right (Note: center bears $S.32^{\circ}54'47''E.$); thence easterly along the arc of said curve and said southerly right of way line 782.38 feet through a delta of $64^{\circ}41'09''$ (Note: chord to said curve bears $N.89^{\circ}25'47''E.$ for a distance of 741.49 feet) to the point of beginning. The above described part of an entire tract of land contains 13,313 square feet or 0.306 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed by its proper officers thereunto duly authorized, this ____ day of _____, A.D. 20 ____.

Orbital ATK, Inc., a Delaware corporation,
formerly known as Alliant Techsystems, Inc., a
Delaware corporation

By:

Title:

STATE OF _____)
: ss.
COUNTY OF _____)

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that __he is the _____ of Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that the within and foregoing instrument was signed in behalf of said corporation and said _____ acknowledged to me that said corporation executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Special Warranty Deed (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:C

THIS SPECIAL WARRANTY DEED (hereinafter this **"Deed"**) is made as of _____, 2015, by Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation (**"Grantor"**), in favor of the City of West Valley, Utah (**"Grantee"**), having an address of 3600 Constitution Blvd., West Valley City, Utah 84119.

Conveyance

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor executes this Special Warranty Deed for the purpose of conveying to Grantee as follows:

Grantor hereby conveys and warrants against all who claim by, through, or under Grantor to Grantee all of Grantor's right, title, and interest in and to the parcel of land more particularly described in Exhibit A attached hereto and incorporated by reference herein for all purposes (the **"Property"**), subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the Property and all visible and apparent matters that would be disclosed by a survey.

Grantee acknowledges and agrees that Grantor is conveying the Property to Grantee in an "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition based solely on Grantee's own inspection WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, other than the special warranty of title set forth in this Deed.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED,

WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY CONDITIONS WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE, (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, COMPOSITION OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (vi) ANY GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY.

WITHOUT LIMITING THE FOREGOING, GRANTOR DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONVERSION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (collectively, the "**Hazardous Substance Laws**"). For purposes of this Deed, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any hazardous substance laws. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION MADE AVAILABLE TO GRANTEE BY GRANTOR.

Except with respect to representations and warranties expressly set forth in this Deed, Grantee or anyone claiming by, through or under Grantee, hereby fully waives and releases Grantor, its affiliated companies, and their respective employees, officers, directors, representatives, attorneys and agents from any and all claims, liabilities, damages, losses, penalties, fines, costs (including, without limitation, reasonable attorneys' and paralegals' fees, court costs and costs of experts), causes of action, and remedies arising from or related to any defects or other conditions affecting the Property. Grantee further acknowledges and agrees that this waiver and release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

Grantee hereby assumes payment of the ad valorem taxes for 2016 and all subsequent years.

GRANTOR:
ORBITAL ATK, INC., a Delaware corporation, formerly known as ALLIANT TECHSYSTEMS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
 :SS.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, a notary public, personally appeared _____, to me personally known, being by me duly sworn, did acknowledge that he/she is the _____ of Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation as the free act and deed of said corporation.

Notary Public

EXHIBIT A

A parcel of land in fee for the widening of the existing 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the SW1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the northwesterly right of way line of the existing 6200 South Street which point is 1,398.34 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 463.56 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 57.00 feet perpendicularly distant northerly from the control line of said project opposite engineer station 13+85.00; and running thence southwesterly along the arc of a 807.00-foot radius non-tangent curve to the left along said northerly right of way line (Note: center bears S.15°24'04"E.) 246.90 feet through a delta of 17°31'45" (Note: chord to said curve bears S.65°50'03"W. for a distance of 245.93 feet) to a point in a 1,551.61-foot radius non-tangent curve to the left along said northerly right of way line (Note: center bears S.33°38'26"E.); thence southwesterly along the arc of said curve 113.37 feet through a delta of 04°11'11" (Note: chord to said curve bears S.54°15'59"W. for a distance of 113.35 feet) to the easterly right of way line of the existing highway State Route 111; thence N.39°37'25"W. 65.03 feet along said easterly right of way line to the beginning of a 1,616.61-foot radius non-tangent curve to the right (Note: center bears S.37°53'57"E.) to a point 48.80 feet perpendicularly distant northeasterly from the control line of said State Route 111 opposite engineer station 111+80.84; thence northeasterly along the arc of said curve 120.56 feet through a delta of 04°16'22" (Note: chord to said curve bears N.54°14'14"E. for a distance of 120.53 feet) to the beginning of a 872.00-foot radius non-tangent curve to the right (Note: center bears S.32°57'26"E.) to a point 122.00 feet radially distant northwesterly from the control line of said project opposite engineer station 11+55.19; thence northeasterly along the arc of said curve 267.19 feet through a delta of 17°33'22" (Note: chord to said curve bears N.65°49'15"E. for a distance of 266.15 feet) to a point 122.00 feet radially distant northwesterly from the control line of said project opposite engineer station 13+85.00; thence S.15°24'04"E. 65.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 24,310 square feet or 0.558 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County

Tax ID No.	20-15-300-006
PIN No.	8557
Project No.	F-2150(1)0
Parcel No.	2150:100:E

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc.,
a Corporation of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY
CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum
of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described
easement in Salt Lake County, State of Utah, to wit:

A perpetual easement, upon part of an entire tract of property, in the SW1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of installing, maintaining clear of hazards, operating, repairing, removing, replacing, and relocating thereon public utility facilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and distribution lines, culinary and irrigation water facilities; and highway appurtenances including, but not limited to slopes, street and signal lighting facilities, directional and traffic information signs and includes the rights of ingress and egress within the easement by employees, contractors, agents, and assigns of the Utah Department of Transportation, to facilitate the construction of the existing 6200 South Street known as Project No. F-2150(1)0. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the easterly right of way line of the existing highway State Route 111 which point is 1,713.67 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 294.69 feet N.00°21'40"E. to the intersection of the northerly right of way line of 6200 South Street and said easterly right of way line and 455.69 feet N.39°37'25"W. along said easterly right of way line from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 48.83 feet perpendicularly distant easterly from the control line of said project opposite

engineer station 115+71.50; and running thence N.39°37'25"W. 792.00 feet along said easterly right of way line; thence S.44°15'49"E. 224.23 feet; thence S.39°47'44"E. 340.00 feet; thence S.34°49'49"E. 229.30 feet to the point of beginning. The above described part of an entire tract of land contains 10,557 square feet or 0.242 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

It is agreed hereby, that the Owners, by consent of the Utah Department of Transportation, shall have the right to lessen but not to increase the vertical distance or grade of said cut and/or fill slopes.

After said public utilities and appurtenant parts thereof are constructed on the above described part of an entire tract at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against public utilities not owned or operated by the Utah Department of Transportation and appurtenant parts thereof.

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

Orbital ATK, Inc., a Delaware corporation,
formerly known as Alliant Techsystems, Inc., a
Delaware corporation

Title:

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that __he is the _____ of Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that the within and foregoing instrument was signed in behalf of said corporation and said _____ acknowledged to me that said corporation executed the same.

Prepared by: (JLS) Meridian Engineering, Inc.
Revised by: (SJD) West Valley City (12/03/2015)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:EC

Orbital ATK, Inc, a Delaware corporation, formerly known as Alliant Techsystems, Inc.,
a Corporation of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY
CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum
of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described
easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SW1/4SW1/4 and the NW1/4SW1/4 of
Section 15 and the NE1/4SE1/4 of Section 16, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to
facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts
thereof and blending slopes, incident to the construction of 6200 South Street known as Project No.
F-2150(1)0. This easement shall commence upon the beginning of actual construction on the property and
shall continue only until project construction on the property is complete, or for three years, whichever first
occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a
manner which does not interfere with construction activities. The boundaries of said part of an entire tract of
land are described as follows:

Beginning at a point in the northeasterly right of way line of the existing highway State Route 111 which point
is 1,713.67 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in
Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 294.69 feet
N.00°21'40"E. to the intersection of the northerly right of way line of 6200 South Street and said northeasterly
right of way line and 336.02 feet N.39°37'25"W. along said easterly right of way line from the Salt Lake County
Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also

approximately 48.82 feet perpendicularly distant easterly from the control line of said project opposite engineer station 114+51.82; and running thence N.39°37'25"W. 119.68 feet along said northeasterly right of way line; thence N.34°49'49"W. 229.30 feet; thence N.39°47'44"W. 340.00 feet; thence N.44°15'49"W. 224.23 feet to said northeasterly right of way line; thence N.39°37'25"W. 123.61 feet along said northeasterly right of way line; thence S.44°15'49"E. 347.83 feet; thence S.39°47'44"E. 340.83 feet; thence S.34°49'49"E. 348.99 feet to the point of beginning. The above described part of an entire tract of land contains 9,156 square feet or 0.210 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

Orbital ATK, Inc., a Delaware corporation,
formerly known as Alliant Techsystems, Inc., a
Delaware corporation

Title:

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that __he is the _____ of Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that the within and foregoing instrument was signed in behalf of said corporation and said _____ acknowledged to me that said corporation executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Special Warranty Deed (Corporation)

Salt Lake County	Tax ID No.	20-15-300-006
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100:SC

THIS SPECIAL WARRANTY DEED (hereinafter this “**Deed**”) is made as of _____, 2015, by Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation (“**Grantor**”), in favor of the City of West Valley, Utah (“**Grantee**”), having an address of 3600 Constitution Blvd., West Valley City, Utah 84119.

Conveyance

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor executes this Special Warranty Deed for the purpose of conveying to Grantee as follows:

Grantor hereby conveys and warrants against all who claim by, through, or under Grantor to Grantee all of Grantor's right, title, and interest in and to the parcel of land more particularly described in Exhibit A attached hereto and incorporated by reference herein for all purposes (the “**Property**”), subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the Property and all visible and apparent matters that would be disclosed by a survey.

Grantee acknowledges and agrees that Grantor is conveying the Property to Grantee in an “AS IS”, “WHERE IS”, and “WITH ALL FAULTS” condition based solely on Grantee's own inspection WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, other than the special warranty of title set forth in this Deed.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED,

WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY CONDITIONS WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE, (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, CONDITION, COMPOSITION OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (vi) ANY GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY.

WITHOUT LIMITING THE FOREGOING, GRANTOR DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (collectively, the "**Hazardous Substance Laws**"). For purposes of this Deed, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any hazardous substance laws. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION MADE AVAILABLE TO GRANTEE BY GRANTOR.

Except with respect to representations and warranties expressly set forth in this Deed, Grantee or anyone claiming by, through or under Grantee, hereby fully waives and releases Grantor, its affiliated companies, and their respective employees, officers, directors, representatives, attorneys and agents from any and all claims, liabilities, damages, losses, penalties, fines, costs (including, without limitation, reasonable attorneys' and paralegals' fees, court costs and costs of experts), causes of action, and remedies arising from or related to any defects or other conditions affecting the Property. Grantee further acknowledges and agrees that this waiver and release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

Grantee hereby assumes payment of the ad valorem taxes for 2016 and all subsequent years.

GRANTOR:
ORBITAL ATK, INC., a Delaware corporation, formerly known as **ALLIANT TECHSYSTEMS, INC.,** a Delaware corporation

By: _____
Name: _____
Title: _____

On this _____ day of _____, 2015, before me, a notary public, personally appeared _____, to me personally known, being by me duly sworn, did acknowledge that he/she is the _____ of Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation as the free act and deed of said corporation.

Revised by: (SJD) West Valley City (12-03-2015)

EXHIBIT A

A tract of land in fee, situate in the SE1/4SW1/4 of Section 15, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the northerly right of way line of the former 6200 South Street and the southerly right of way line of the existing 6200 South Street which point is 474.70 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet N.00°21'40"E. from the Salt Lake County Monument stamped 228-A, referencing the South Quarter Corner of Section 15, said point is also approximately 57.01 feet radially distant southwesterly from the control line of 6200 South Street opposite engineer station 24+26.29; and running thence N.89°38'20"W. 296.05 feet along said northerly right of way line parallel with and 24.75 feet perpendicularly distant northerly from said monument line to the beginning of a 20.00-foot radius curve to the right 53.00 feet radially distant easterly from the control line of the access road opposite engineer station 0+24.75; thence northwesterly along the arc of said curve 31.42 feet through a delta of 90°00'00" (Note: chord to said curve bears N.44°38'20"W. for a distance of 28.28 feet) to a line parallel with and 33.00 feet perpendicularly distant easterly from said control line opposite engineer station 0+44.75; thence N.00°21'40"E. 37.89 feet along said parallel line to the beginning of a 267.00-foot radius curve to the right, concentric with said control line opposite engineer station 0+82.64; thence northerly along the arc of said curve 130.70 feet through a delta of 28°02'51" (Note: chord to said curve bears N.14°23'06"E. for a distance of 129.40 feet) to a point opposite engineer station 2+29.50; thence N.79°29'05"E. 30.96 feet to a point in the southerly right of way line of the existing 6200 South Street and a 1,514.07-foot radius non-tangent curve to the right (Note: center bears S.39°35'12"W.) which point is 57.10 feet perpendicularly distant southwesterly from the control line of said 6200 South Street opposite engineer station 21+20.50; thence along said southerly right of way line the following four (4) courses: (1) southeasterly along the arc of said curve 64.66 feet through a delta of 02°26'49" (Note: chord to said curve bears S.49°11'23"E. for a distance of 64.66 feet) to a point 57.00 feet radially distant southwesterly from said control line opposite engineer station 21+86.57; thence (2) S.48°38'06"E. 3.27 feet to the beginning of a 1,620.03-foot radius non-tangent curve to the left (Note: center bears N.41°59'48"E.) 57.00 feet perpendicularly distant southwesterly from said control line opposite engineer station 21+89.85; thence (3) southeasterly along the arc of said curve 121.21 feet through a delta of 04°17'12" (Note: chord to said curve bears S.50°08'49"E. for a distance of 121.18 feet) to the beginning of a 807.00-foot radius non-tangent curve to the left (Note: center bears N.36°54'41"E.) 57.00 feet radially distant southwesterly from said control line opposite engineer station 23+06.63; thence (4) southeasterly along the arc of said curve 128.76 feet through a delta of 09°08'29" (Note: chord to said curve bears S.57°39'34"E. for a distance of 128.62 feet) to the point of beginning. The above described parcel of land contains 32,087 square feet or 0.737 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

SEND COPY TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

Easement (Corporation)

Salt Lake County	Tax ID No.	20-15-326-002
	PIN No.	8557
	Project No.	F-2150(1)0
	Parcel No.	2150:100B:EC

Orbital ATK, Inc, a Delaware corporation, formerly known as to Alliant Techsystems, Inc. ,
a Corporation of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, in the SE1/4SW1/4 and the SW1/4SE1/4 of Section 15, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at the southeast corner of said entire tract in the northerly right of way line of the existing 6200 South Street which corner is 118.66 feet S.89°38'17"E. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 8.83 feet S.00°04'51"E. along the north-south quarter section line of said section to the South Quarter Corner of said Section 15, as calculated using evidence on the ground coupled with a survey filed as S89-01-0017 with the Salt Lake County Surveyor's office and 68.35 feet S.89°49'51"E. along the southerly section line of said section and 57.00 feet N.00°06'25"W. from the Salt Lake County Monument

stamped 228-A, referencing the South Quarter Corner of Section 15, said corner is also approximately 57.00 feet perpendicularly distant northerly from the control line of said project opposite engineer station 30+75.08; and running thence along said northerly right of way line the following three (3) courses: (1) N.89°49'51"W. 68.32 feet; thence (2) N.89°50'30"W. 160.66 feet to the beginning of a 2,351.61-foot radius non-tangent curve to the right (Note: center bears N.00°08'17"W.); thence (3) westerly along the arc of said curve 66.70 feet through a delta of 01°37'30" (Note: chord to said curve bears N.89°19'32"W. for a distance of 66.70 feet) to the easterly right of way line of the Kennecott Railroad to a point in a 5,668.24-foot radius non-tangent curve to the right (Note: center bears N.53°48'16"E.) 56.59 feet perpendicularly distant northerly from said control line opposite engineer station 27+77.89; thence northwesterly along the arc of said curve and said easterly right of way line 31.74 feet through a delta of 00°19'15" (Note: chord to said curve bears N.36°02'07"W. for a distance of 31.74 feet) to a point in a 711.28-foot radius non-tangent curve to the left (Note: center bears N.02°46'38"E.); thence easterly along the arc of said curve 19.28 feet through a delta of 01°33'10" (Note: chord to said curve bears S.87°59'57"E. for a distance of 19.28 feet) to the beginning of a 2,326.61-foot radius non-tangent curve to the left (Note: center bears N.01°29'19"E.); thence easterly along the arc of said curve 66.11 feet through a delta of 01°37'41" (Note: chord to said curve bears S.89°19'32"E. for a distance of 66.11 feet); thence S.89°50'30"E. 160.83 feet along a line parallel with said northerly right of way line; thence S.89°49'51"E. 68.10 feet along a line parallel with said southerly section line to the easterly boundary line of said entire tract; thence S.00°06'25"E. 25.00 feet along said easterly boundary line to the point of beginning. The above described part of an entire tract of land contains 7,625 square feet or 0.175 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)

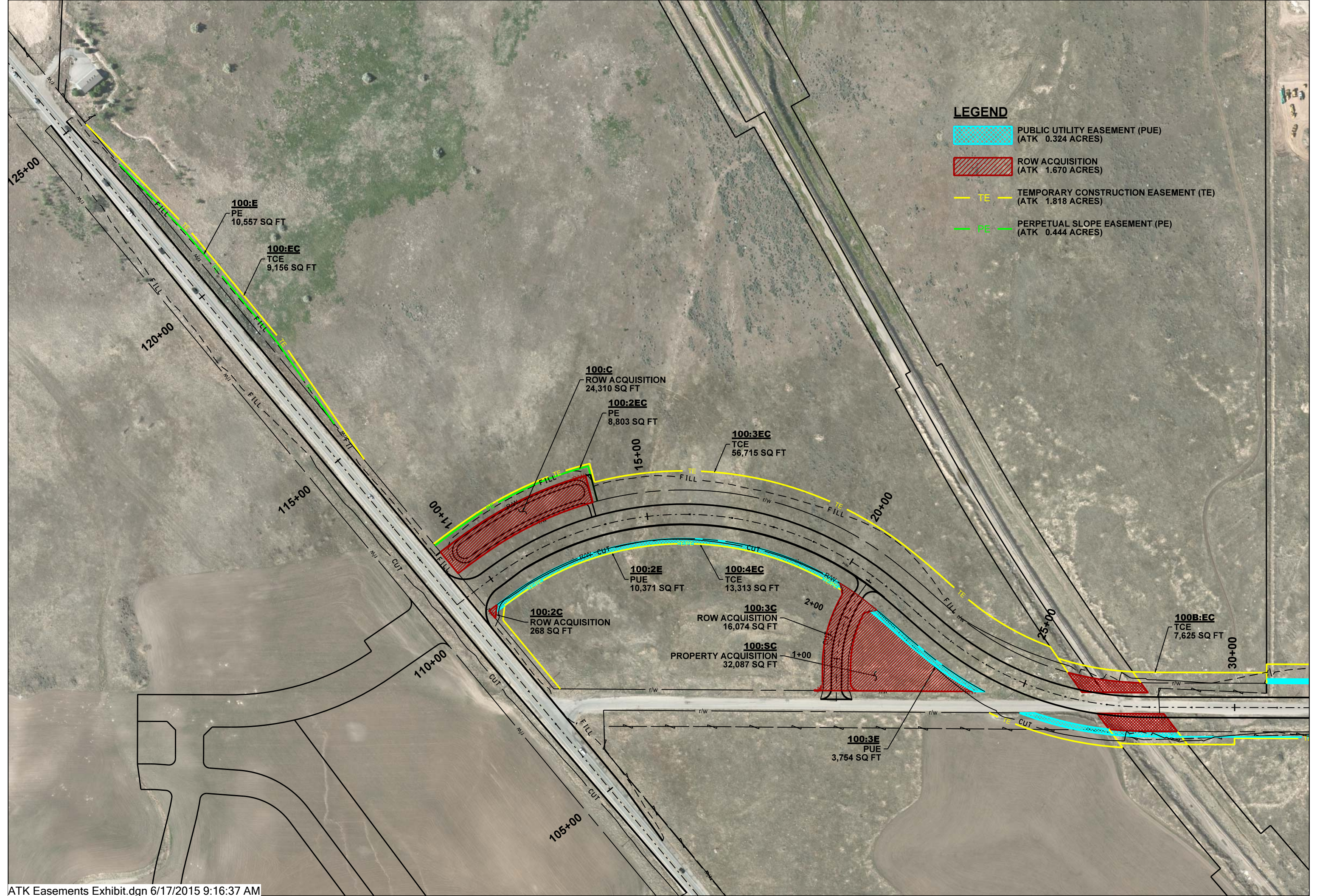
The easement granted herein is subject to all presently recorded and validly existing restrictions, reservations, rights-of-way, covenants, conditions and other instruments of record that affect the above described tract of property.

Orbital ATK, Inc., a Delaware corporation,
formerly known as Alliant Techsystems, Inc., a
Delaware corporation

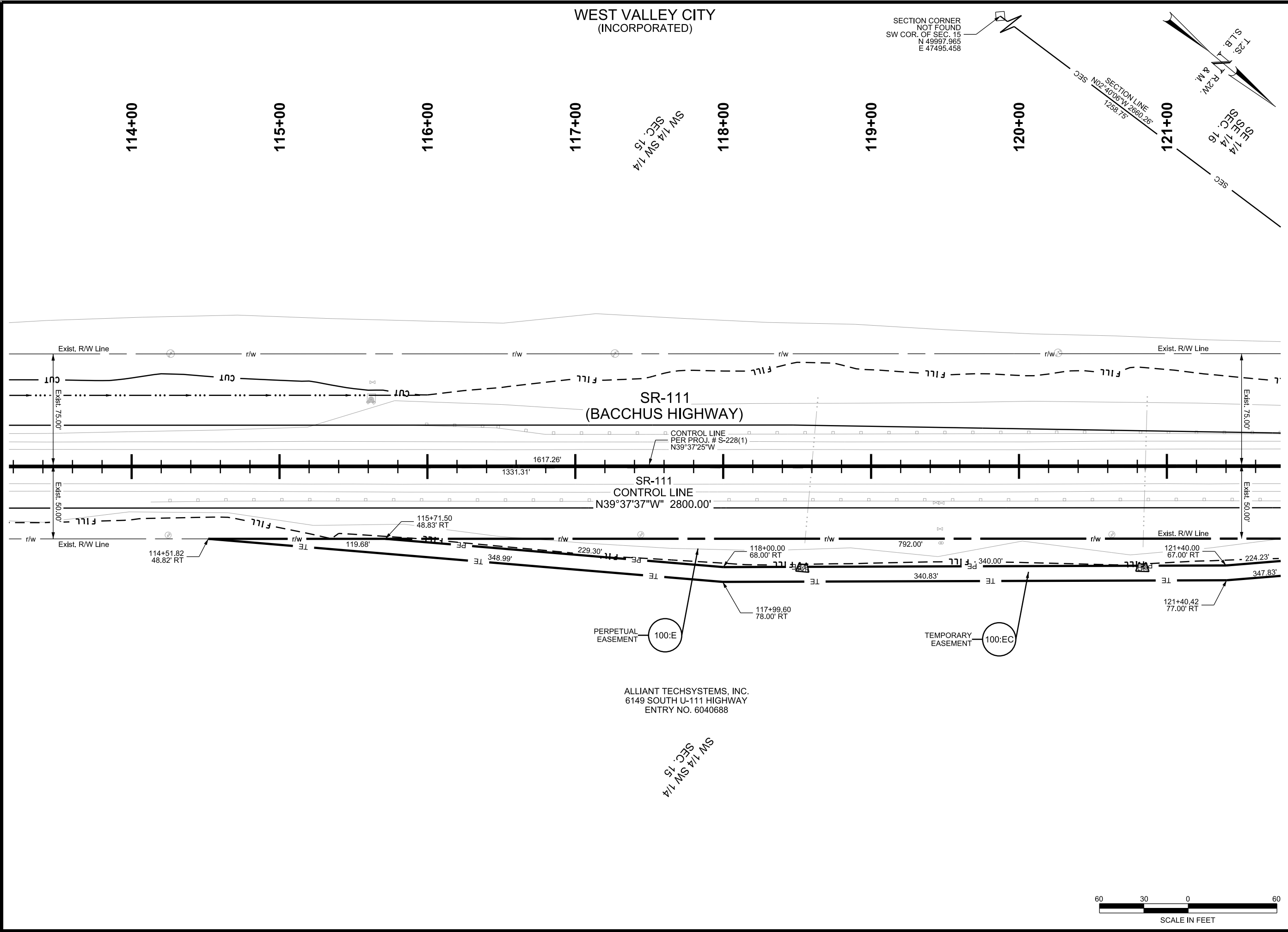
Title:

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that __he is the _____ of Orbital ATK, Inc., a Delaware corporation, formerly known as Alliant Techsystems, Inc., a Delaware corporation, and that the within and foregoing instrument was signed in behalf of said corporation and said _____ acknowledged to me that said corporation executed the same.

Notary Public

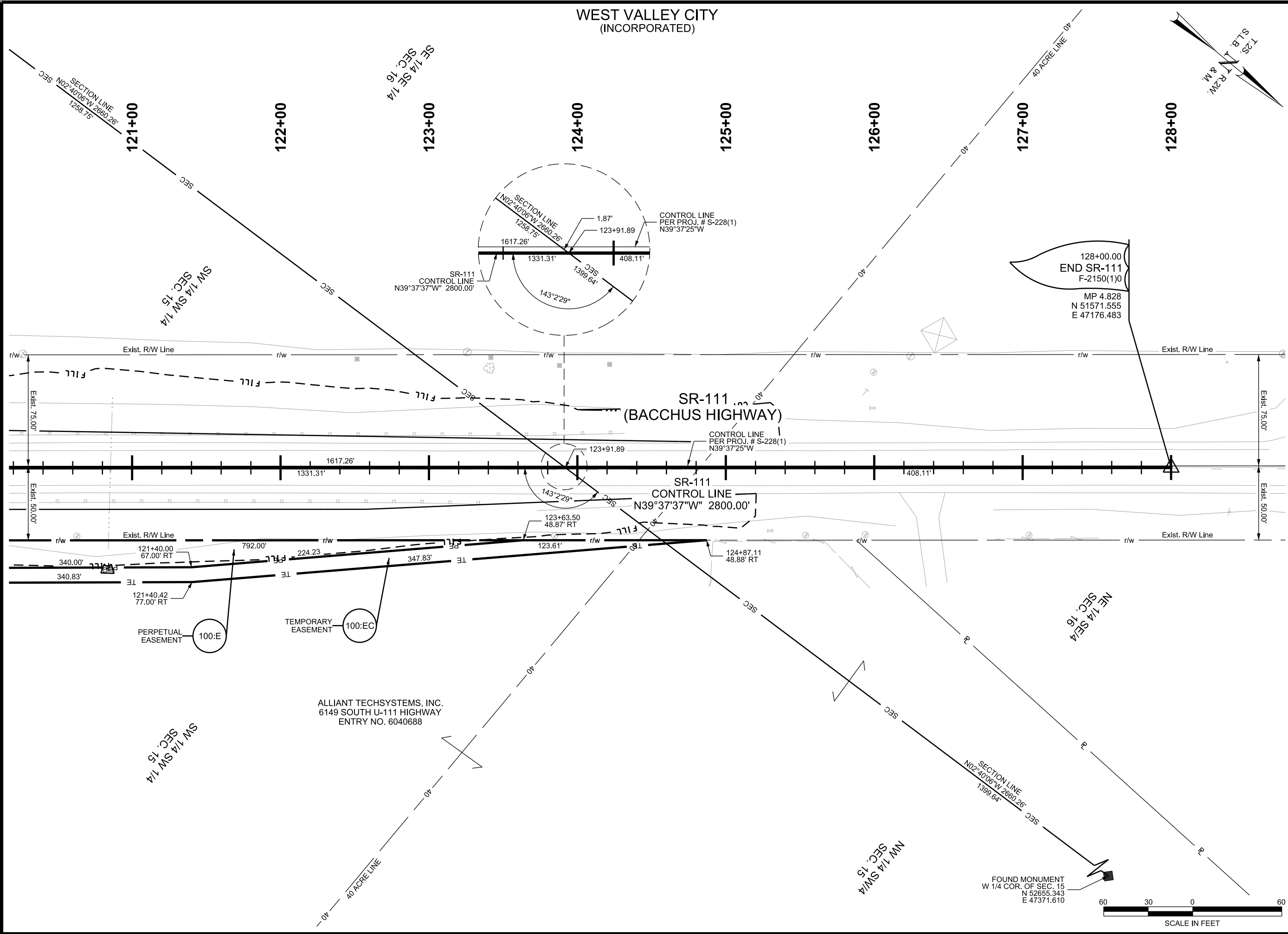


27-May-2015 DGN File: I:\15-Projects\15008-MN-MVC-E200 South ROW with UD01\8557-6200 SOUTH WEST TO SR-111\right of way\8557_F-2150(1)0_RW-03.dgn

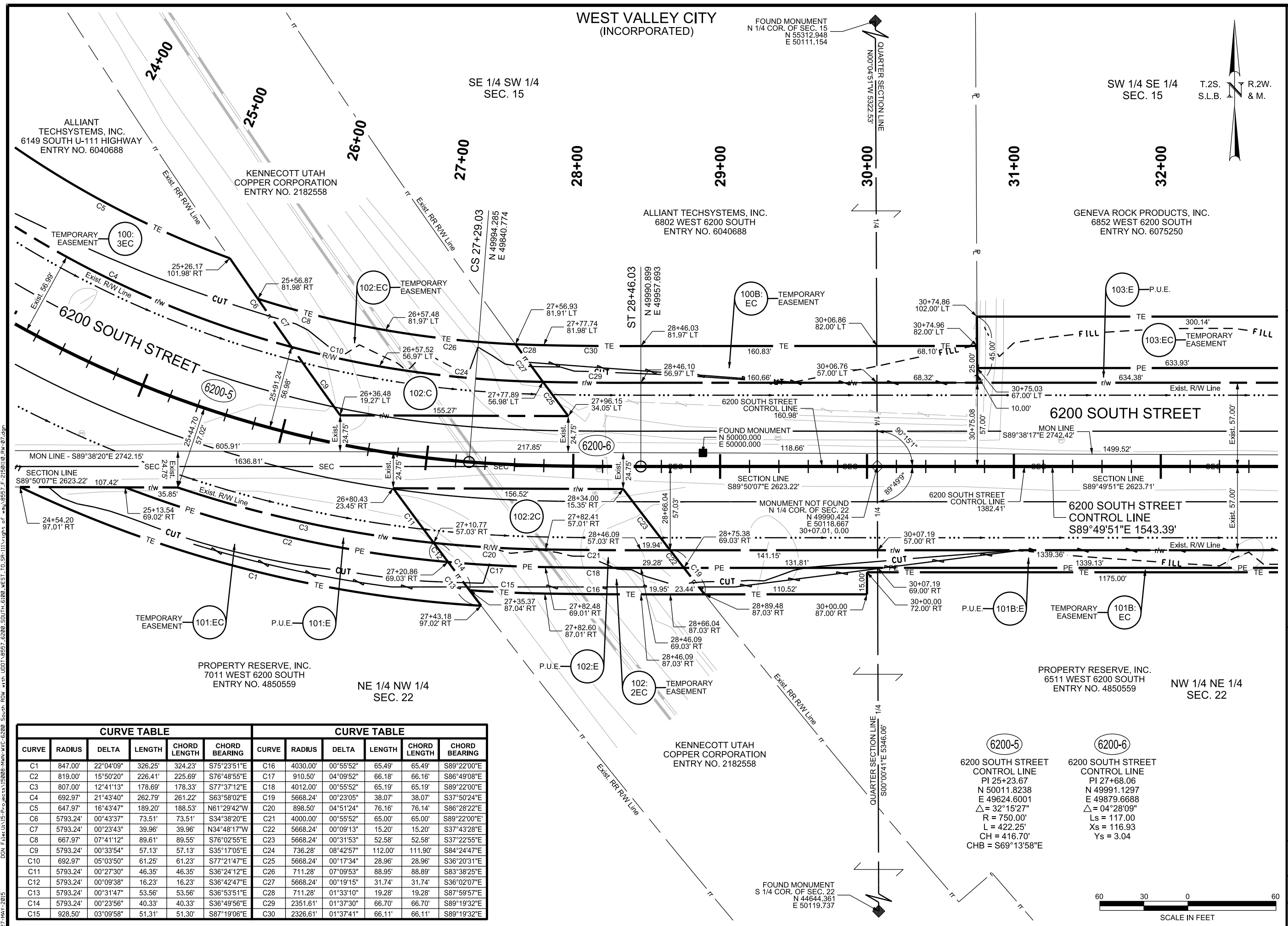


REVISIONS				UTAH DEPARTMENT OF TRANSPORTATION			
				REGION 2 - MERIDIAN ENGINEERING, INC.			
				APPROVED			
				DATE			
				05/27/2015			
				DATE			
				PROFESSIONAL LAND SURVEYOR			
				DRAWN BY			
				GKD			
				CHECKED BY			
				JLS			
				APPROVED BY			
				NO.			
				DATE			
				APPROVED BY			
				REMARKS			

27-May-2015 DGN File: U:\15-Projects\15008-MWN-MVC-E200 South ROW with UD01\8557_6200 SOUTH, WEST TO SR-111\right of way\8557_F-2150(1)0_RW-04.dgn



UTAH DEPARTMENT OF TRANSPORTATION			
REGION 2 - MERIDIAN ENGINEERING, INC.			
PROJECT		PROJECT NUMBER	
6200 SOUTH; 6100 WEST TO SR-111		F-2150(1)0	
PROJECT NUMBER		PIN	
F-2150(1)0		8557	
RIGHT-OF-WAY PLAN			
SALT LAKE COUNTY			
SHEET NO. RW-04			
APPROVED		APPROVED	
DRAWN BY		GKD	
CHECKED BY		JLS	
DATE		DATE	
05/27/2015		05/27/2015	
PROFESSIONAL LAND SURVEYOR		APPROVED BY	
		NO.	
		DATE	
		APPROVED BY	
		REMARKS	



CURVE TABLE						CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING	CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	847.00'	22°04'09"	326.25'	324.23'	S75°23'51"E	C16	4030.00'	00°55'52"	65.49'	65.49'	S89°22'00"E
C2	819.00'	15°50'20"	226.41'	225.69'	S76°48'55"E	C17	910.50'	04°09'52"	66.18'	66.16'	S86°49'08"E
C3	807.00'	12°41'13"	178.69'	178.33'	S77°37'12"E	C18	4012.00'	00°55'52"	65.19'	65.19'	S89°22'00"E
C4	692.97'	21°43'40"	262.79'	261.22'	S63°58'02"E	C19	5668.24'	00°23'05"	38.07'	38.07'	S37°50'24"E
C5	647.97'	16°43'47"	189.20'	188.53'	N61°29'42"W	C20	898.50'	04°51'24"	76.16'	76.14'	S86°28'22"E
C6	5793.24'	00°43'37"	73.51'	73.51'	S34°38'20"E	C21	4000.00'	00°55'52"	65.00'	65.00'	S89°22'00"E
C7	5793.24'	00°23'43"	39.96'	39.96'	N34°48'17"W	C22	5668.24'	00°09'13"	15.20'	15.20'	S37°43'28"E
C8	667.97'	07°41'12"	89.61'	89.55'	S76°02'55"E	C23	5668.24'	00°31'53"	52.58'	52.58'	S37°22'55"E
C9	5793.24'	00°33'54"	57.13'	57.13'	S35°17'05"E	C24	736.28'	08°42'57"	112.00'	111.90'	S84°24'47"E
C10	692.97'	05°03'50"	61.25'	61.23'	S77°21'47"E	C25	5668.24'	00°17'34"	28.96'	28.96'	S36°20'31"E
C11	5793.24'	00°27'30"	46.35'	46.35'	S36°24'12"E	C26	711.28'	07°09'53"	88.95'	88.89'	S83°38'25"E
C12	5793.24'	00°09'38"	16.23'	16.23'	S36°42'47"E	C27	5668.24'	00°19'15"	31.74'	31.74'	S36°02'07"E
C13	5793.24'	00°31'47"	53.56'	53.56'	S36°53'51"E	C28	711.28'	01°33'10"	19.28'	19.28'	S87°59'57"E
C14	5793.24'	00°23'56"	40.33'	40.33'	S36°49'56"E	C29	2351.61'	01°37'30"	66.70'	66.70'	S89°19'32"E
C15	928.50'	03°09'58"	51.31'	51.30'	S87°19'06"E	C30	2326.61'	01°37'41"	66.11'	66.11'	S89°19'32"E

SHEET NO.		RW-07	
SALT LAKE COUNTY			
PROJECT		6200 SOUTH; 6100 WEST TO SR-111	
PROJECT NUMBER		F-2150(10)	PIN 8557
RIGHT-OF-WAY PLAN			
APPROVED		05/27/2015 DATE PROFESSIONAL LAND SURVEYOR	
DRAWN BY		GKD	
QC CHECKED BY		JLS	
NO.		DATE	
APPROVED BY		REMARKS	
UTAH DEPARTMENT OF TRANSPORTATION			
REGION 2 - MERIDIAN ENGINEERING, INC.			
REVISIONS			

Item #:	
Fiscal Impact:	\$10,723.68 (6.77% of Actual Cost)
Funding Source:	STP Funds/Road Impact Fees
Account #:	31-7580-40750-75147-0000
Budget Opening Required:	No

ISSUE:

Authorization, acceptance and execution of a Right-of-way Contract and a Fence Agreement, along with the acceptance of a Quit Claim Deed, two Public Utility Easements, and two Temporary Construction Easements.

SYNOPSIS:

Property Reserve, Inc. (f/k/a Deseret Title Holding Corporation), a Utah nonprofit corporation has signed a Right-of-way Contract, a Fence Agreement, and a Quit Claim Deed, and will sign two Public Utility Easements, and two Temporary Construction Easements for properties located at 6511 and 7011 West 6200 South (20-22-126-003-4001 and 20-22-201-002-4001).

BACKGROUND:

The Property Reserve, Inc. (f/k/a Deseret Title Holding Corporation) parcels are two of the properties affected by the 6200 South Extension Project. This project will extend 6200 South from Mountain View Corridor to SR-111. The acquisition includes one 1.212 acre parcel, along with two Public Utility Easement and two Temporary Construction Easements. Compensation for the purchase of the property and easements is \$158,400.00 based upon the appraisal report by Integra Realty Resources.

The project is being funded under the Surface Transportation Program (STP) with federal funds. Under a previously executed federal aid agreement, West Valley City is responsible for 6.77% of all project costs, including right of way. With the total value of the right-of-way and easements for this acquisition being \$158,400.00, the West Valley City share of these easements will be \$10,723.68 plus a portion of the closing costs.

RECOMMENDATION:

Accept Quit Claim Deed, Public Utility Easements, and Temporary Construction Easements and authorize Mayor to execute Right-of-way Contract (two copies) and a Fence Agreement. Recording of documents and distribution of funds will be handled through a title company.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND FENCE AGREEMENT WITH PROPERTY RESERVE, INC., (fka DESERET TITLE HOLDING CORPORATION), ALONG WITH ACCEPTANCE OF QUIT CLAIM DEED, TWO PUBLIC UTILITY EASEMENTS AND TWO TEMPORARY CONSTRUCTION EASEMENTS FOR PROPERTIES LOCATED AT 6511 AND 7011 WEST 6200 SOUTH.

WHEREAS, Property Reserve, Inc. (fka Deseret Title Holdings Corporation) (herein “Property Reserve) owns property located at 6511 and 7011 West 6200 South, in West Valley City (the “Property”); and

WHEREAS, the Property is affected by the 6200 South Extension Project; and

WHEREAS, the City desires to acquire a portion of the Property for the 6200 South Extension Project (the “Project”);

WHEREAS, Property Reserve has agreed to sell the Property to the City; and

WHEREAS, an agreement has been prepared for execution by and between the City and Property Reserve. This agreement, which is attached hereto and entitled “West Valley City Right of Way Contract,” sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the above-referenced Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “West Valley City Right of Way Contract,” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept the Quit Claim Deed, Public Utility Easements and Temporary Construction Easements in substantially the form attached, subject to approval of the final form of the Agreements by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED, MAIL TO:
West Valley City
3600 South Constitution Boulevard
West Valley City, Utah 84119

Quit Claim Deed

(Corporation)
Salt Lake County

Tax ID No.	20-22-201-002
PIN No.	8557
Project No.	F-2150(1)0
Parcel No.	2150:101B:C

Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, Grantor, hereby bad doc type to WEST VALLEY CITY, at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

See Exhibits A and B attached hereto and incorporated by reference herein

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.

GRANTOR SPECIFICALLY RESERVES, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following-minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance. Grantor cannot exercise the mineral rights from the surface of the real property described on Exhibit A or in the upper two hundred fifty (250) feet of the subsurface or engage in any activity that will weaken the stability of the road.

RESERVING unto Grantor any water rights or rights to the use of water whether appurtenant to the Property or not in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication. However, the construction of a roadway and storm drain system, installation and operation of utilities, and other activities incident to the operation of utilities or a public street shall not be construed as an interference with or violation of any water rights belonging to the Property.

IN WITNESS WHEREOF, said Mark B. Gibbons
has caused this instrument to be executed by its proper officers thereunto duly authorized,
this 9th day of December, A.D. 20 15.

Property Reserve, Inc. (fka Deseret Title
Holding Corporation), a Utah nonprofit
corporation

By: [Signature]
Name (Print): Mark B. Gibbons
Its: President

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 9th day of December, 2015 personally appeared before
me Mark B. Gibbons, personally known to me to
be the President of Property Reserve, Inc. (fka Deseret Title
Holding Corporation), a Utah nonprofit corporation, who acknowledged before me that he signed
the foregoing instrument as for said corporation.



[Signature]
Notary Public

A parcel of land in fee for the widening of the existing highway 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the NE1/4NE1/4 of Section 22, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly right of way line of the existing 6200 South Street which point is 118.66 feet S.89°38'17"E. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 8.83 feet S.00°04'51"E. along the north-south quarter section line of said section to the North Quarter Corner of said Section 22, as calculated using evidence on the ground coupled with a survey filed as S89-01-0017 with the Salt Lake County Surveyor's office and 1,339.54 feet S.89°49'51"E. along the northerly section line of said section and 57.00 feet S.00°10'09"W. and 300.00 feet S.87°35'36"E. along said southerly right of way line and 53.60 feet N.89°45'15"E. along the southerly right of way line and non-access line of the Mountain View Corridor, State Route 85 from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 72.13 feet perpendicularly distant southerly from the control line of said project opposite engineer station 47+00.00; and running thence N.89°45'16"E. 125.11 feet along said southerly right of way line and non-access line to the westerly right of way line of said Mountain View Corridor; thence S.00°33'33"E. 475.82 feet along said westerly right of way line to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 48+31.15; thence N.89°49'51"W. 71.15 feet to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+60.00; thence N.44°49'51"W. 56.57 feet to a point 507.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.00°10'09"E. 295.00 feet to a point 212.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.18°15'56"W. 63.25 feet to a point 152.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence N.00°10'09"E. 79.87 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 52,804 square feet or 1.212 acres in area, more or less.

Ck by JJB 29 Oct 2015

(Note: All bearings in the above description equal highway bearings.)



Prepared by: (JLS) Meridian Engineering, Inc.
Revised by: (JLS) Meridian Engineering, Inc.

01F -5/7/2015
10/29/2015

COMPANY RW-05C (11-01-03)

Tax ID No. 20-22-201-002-4001

PIN No. 8557

Project No. F-2150(1)0

Parcel No. 2150:101B:E

PUBLIC UTILITY EASEMENT

This PUBLIC UTILITY EASEMENT (this "Utility Easement") is dedicated and effective as of the _____ day of _____, 2016 (the "Effective Date"), by PROPERTY RESERVE, INC., a Utah nonprofit corporation ("Grantor").

RECITALS

- A. Grantor is the owner of certain real property located in the West Valley City, Salt Lake County, Utah (the "Grantor Property").
- B. Grantor desires to dedicate a perpetual public utility easement on, over, across, under and through certain portions of Grantor's Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes set forth by Utah Code Section 54-3-27 (the "PUE Statute").
- C. Grantor is willing to dedicate such easement subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. **Grant of Easement.** Grantor does hereby dedicate, without warranty, a public utility easement on, over, under and across the Easement Area for the purposes set forth in the PUE Statute (the "Utility Improvements"). Utility Improvements shall be constructed and placed underground and not be visible from the surface of the Grantor Property where practical. All costs of the Utility Improvements and all construction, replacement, relocation, removal, use, maintenance and/or repair thereof, shall be the sole responsibility of the public utility installing or maintaining the Utility Improvements except as set forth by the PUE Statute.
2. **Access.** Access to the Easement Area is solely for the purposes permitted by this Utility Easement and the PUE Statute. Users of this Utility Easement hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by said users. In the event of any maintenance, repair, or restoration work on the Easement Area, said work shall be performed on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

3. **Reservation by Grantor.** Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with this Utility Easement, subject to the limitations set forth in Utah Code Section 54-3-27(3).
4. **Condition of Easement Area.** Grantor dedicates the Utility Easement over the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area.
5. **Maintenance and Restoration.** Public utilities using this Utility Easement (herein "User" or "Users") are solely responsible for the maintenance and repair of all Utility Improvements within said Utility Easement. Users shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by said Users, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by said Users.
6. **Construction of the Improvements.** Users will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future.
7. **Indemnification by Users.** Users of this Utility Easement hereby agree to indemnify, save, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their Affiliates' officers, directors, employees, managers, members, agents and servants ("Affiliates") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Grantor or its Affiliates as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by said Users; (ii) any entry onto the Easement Area by said Users; and (iii) any work performed on the Easement Area by said Users, except to the extent caused directly by Grantor and/or its Affiliates. In no case shall any User be required to indemnify Grantor for any damages as set forth above caused by or arising out of, either directly or indirectly, the work or maintenance performed by another User, by Grantor, or by any third party acting without the authorization of said User.
8. **Liens.** No User shall encumber the Easement Area and the Grantor Property with any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under said User. Any User encumbering the Easement Area or Grantor property by such a lien shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Easement Area and/or the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by,

through, for, or under said User or any of said User's Agents. Any such liens shall be released of record within thirty (30) days.

9. **Miscellaneous.** If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred the preparation and prosecution of such action or proceeding. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, except as explicitly set forth herein. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor shall have the right to perform and act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) except as explicitly set forth herein occurs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR

PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this _____ day of _____, 20__ personally appeared before me _____, personally known to me to be the _____ of Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as for said corporation.

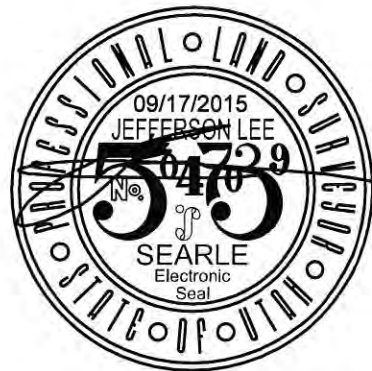
Notary Public

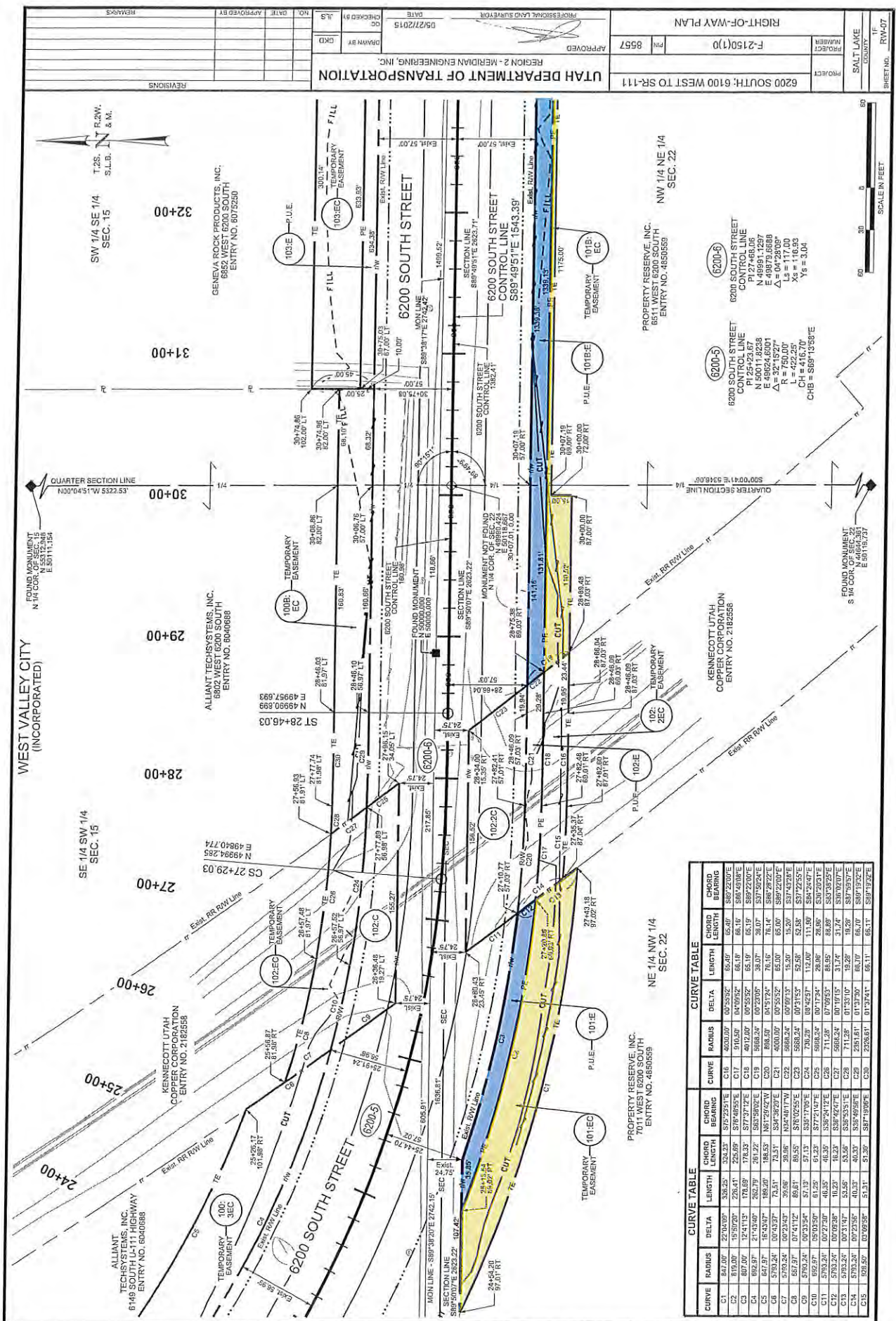
The Easement, upon part of an entire tract of property, in the NW1/4NE1/4 and the NE1/4NE1/4 and the NE1/4NW1/4 of Section 22, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at the intersection of the southerly right of way line of the existing 6200 South Street and the easterly right of way line of the Kennecott Railroad which point is 54.24 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet S.00°21'40"W. and 52.58 feet southeasterly along the arc of a 5,668.24-foot radius non-tangent curve to the right along said easterly right of way line (Note: center bears N.52°53'02"E.) through a delta of 00°31'53" (Note: chord to said curve bears S.37°22'55"E. for a distance of 52.58 feet) from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 57.03 feet perpendicularly distant southerly from the control line of said project opposite engineer station 28+66.04; and running thence along said southerly right of way line the following three (3) courses: (1) S.89°50'35"E. 141.15 feet; thence (2) S.89°49'51"E. 1,339.36 feet parallel with the northerly section line of said section; thence (3) S.87°35'36"E. 300.00 feet to the southerly right of way line and non-access line of the Mountain View Corridor, State Route 85; thence N.89°45'14"E. 53.60 feet along said southerly right of way line and non-access line to a point 72.13 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence S.00°10'09"W. 12.00 feet to a point 84.13 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence S.89°45'16"W. 53.80 feet; thence N.87°35'36"W. 300.03 feet; thence N.89°49'51"W. 1,339.13 feet along a line parallel with said northerly section line; thence N.89°50'35"W. 131.81 feet to a point in a 5,668.24-foot radius non-tangent curve to the right along said easterly right of way line (Note: center bears N.52°11'55"E.); thence northwesterly along the arc of said curve 15.20 feet through a delta of 00°09'13" (Note: chord to said curve bears N.37°43'28"W. for a distance of 15.20 feet) to the point of beginning. The above described part of an entire tract of land contains 21,953 square feet or 0.504 acre in area, more or less.

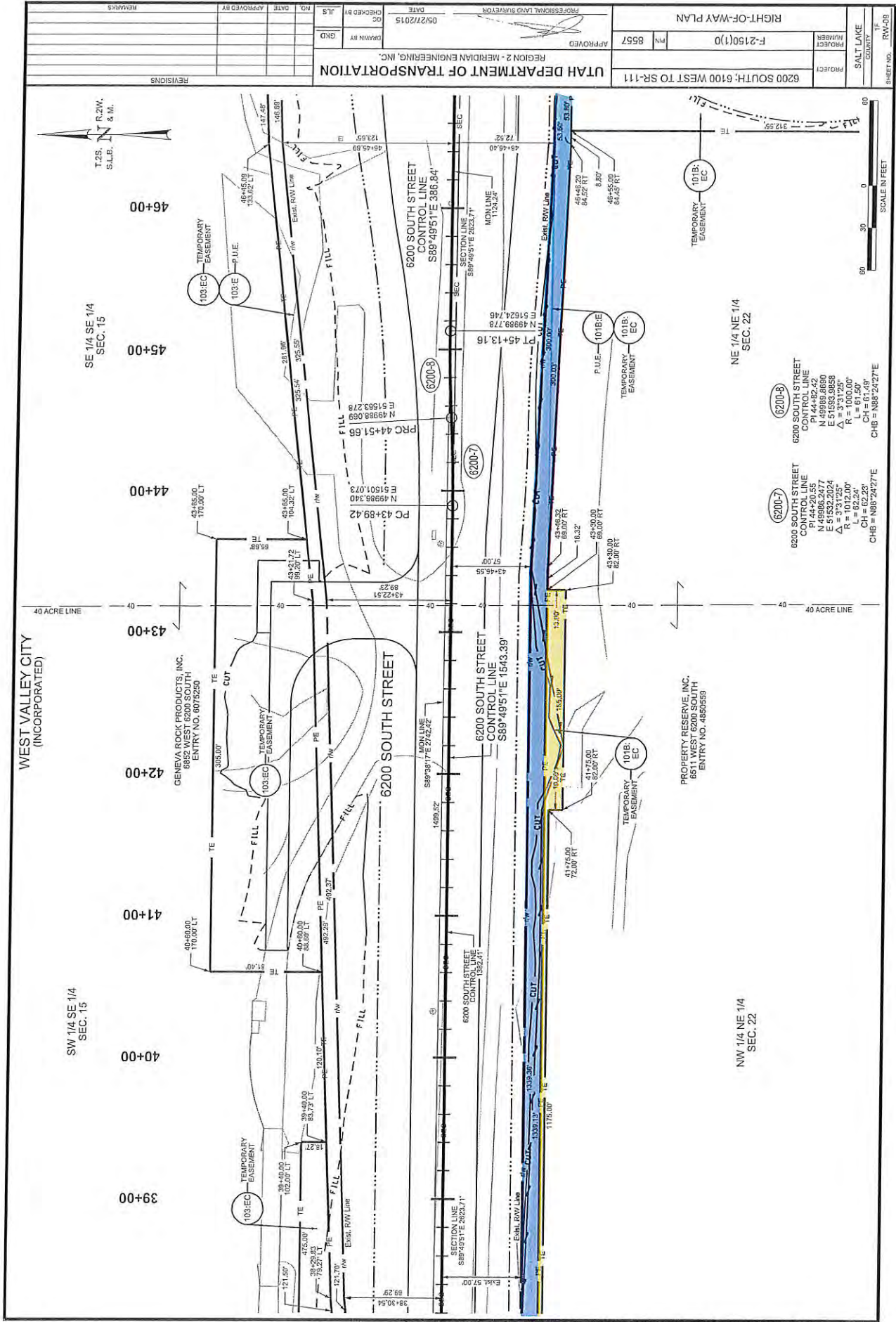
(Note: All bearings in the above description equal highway bearings.)





CURVE TABLE					CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	647.97	07°23'34"	S72°23'51"E	352.23	C16	4000.00	00°55'52"	S89°22'00"E	65.49
C2	810.00	15°09'00"	S72°23'51"E	296.41	C17	9103.00	04°09'52"	S89°22'00"E	68.19
C3	807.00	12°41'13"	S72°23'51"E	262.79	C18	9103.00	04°09'52"	S89°22'00"E	68.19
C4	647.97	16°43'37"	S72°23'51"E	352.23	C19	9103.00	04°09'52"	S89°22'00"E	68.19
C5	647.97	16°43'37"	S72°23'51"E	352.23	C20	9103.00	04°09'52"	S89°22'00"E	68.19
C6	647.97	16°43'37"	S72°23'51"E	352.23	C21	4000.00	00°55'52"	S89°22'00"E	65.49
C7	570.24	07°23'34"	S72°23'51"E	317.13	C22	5688.24	00°31'53"	S89°22'00"E	52.58
C8	570.24	07°23'34"	S72°23'51"E	317.13	C23	5688.24	00°31'53"	S89°22'00"E	52.58
C9	570.24	07°23'34"	S72°23'51"E	317.13	C24	5688.24	00°31'53"	S89°22'00"E	52.58
C10	570.24	07°23'34"	S72°23'51"E	317.13	C25	5688.24	00°31'53"	S89°22'00"E	52.58
C11	570.24	07°23'34"	S72°23'51"E	317.13	C26	5688.24	00°31'53"	S89°22'00"E	52.58
C12	570.24	07°23'34"	S72°23'51"E	317.13	C27	5688.24	00°31'53"	S89°22'00"E	52.58
C13	570.24	07°23'34"	S72°23'51"E	317.13	C28	5688.24	00°31'53"	S89°22'00"E	52.58
C14	570.24	07°23'34"	S72°23'51"E	317.13	C29	5688.24	00°31'53"	S89°22'00"E	52.58
C15	570.24	07°23'34"	S72°23'51"E	317.13	C30	5688.24	00°31'53"	S89°22'00"E	52.58

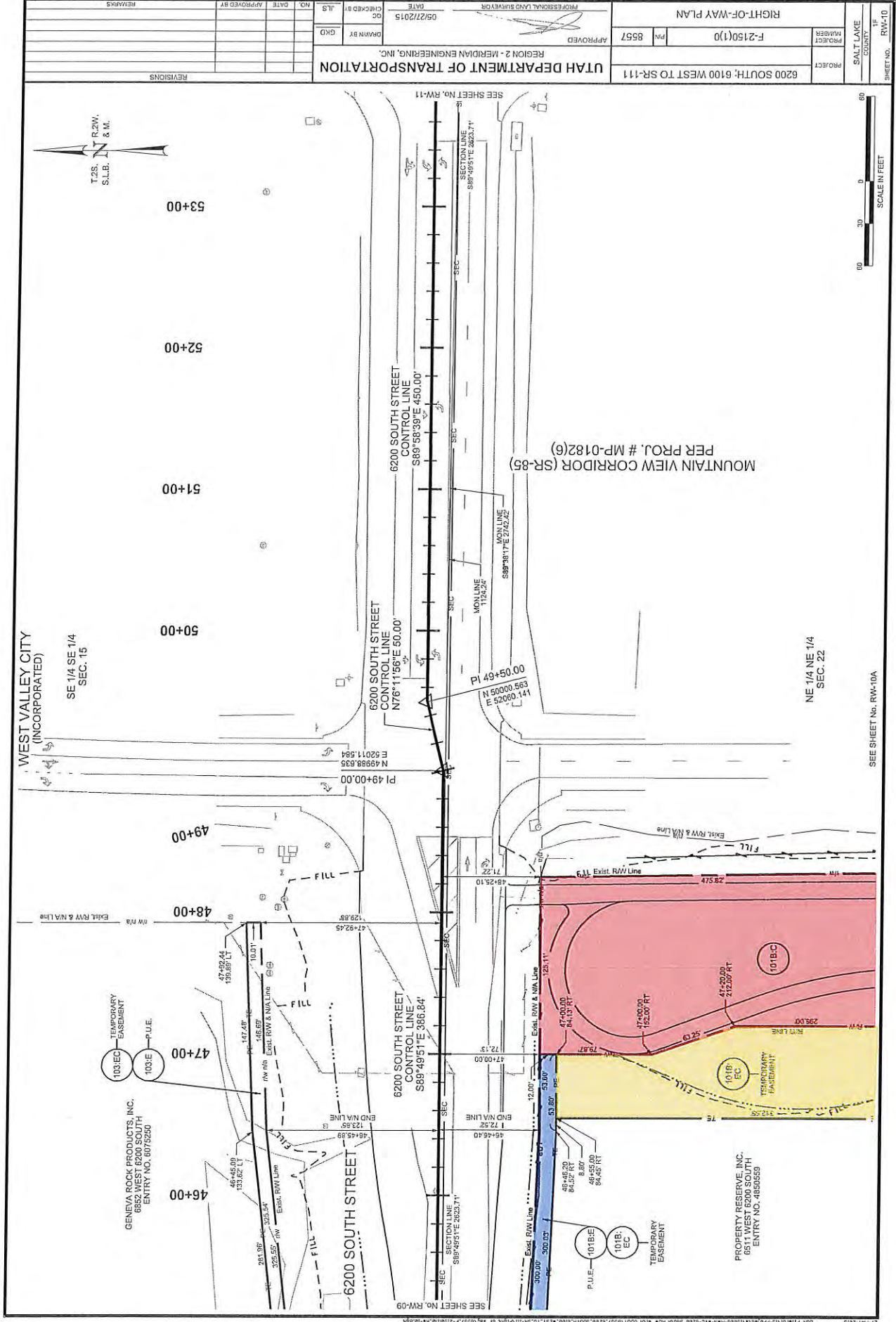
UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC. PROJECT: 6200 SOUTH: 6100 WEST TO SR-111 F-2150(1)0 8557



UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.
DATE: 09/27/2015
CHECKED BY: JLS
DESIGNED BY: GND
PROJECT: 6200 SOUTH, 6100 WEST TO SR-111
PROJECT NUMBER: F-2150(1)0
SHEET NO. RW-09

REVISIONS
NO. DATE APPROVED BY
REMARKS

SCALE IN FEET
60 30 0 30 60
NE 1/4 NE 1/4 SEC. 22
SE 1/4 SE 1/4 SEC. 15
SW 1/4 SE 1/4 SEC. 15
WEST VALLEY CITY (INCORPORATED)
GENEVA ROCK PRODUCTS, INC.
6852 WEST 6200 SOUTH
ENTRY NO. 6075250
PROPERTY RESERVE, INC.
6511 WEST 6200 SOUTH
ENTRY NO. 4850559



GRANT OF TEMPORARY EASEMENT

[NOT TO BE RECORDED]

Salt Lake County

Tax ID No. 20-22-201-002-4001

PIN No. 8557

Project No. F-2150(1)0

Parcel No. 2150:101B:EC

PROPERTY RESERVE, INC. (fka Deseret Title Holding Corporation), a Utah non-profit corporation (hereinafter referred to as ("Grantor")), whose principal office is located at 79 South Main Street, Suite 600, Salt Lake City, Utah 84111, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys without warranty, to WEST VALLEY CITY, a municipal corporation of the State of Utah, (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a temporary construction easement (the "Easement") on, over, under, across and through a portion of Grantor's land located at 6500 South 5600 West (the "Grantor's Property") for the sole purpose of facilitating the construction and replacement of improvements that are to be located adjacent to the Grantor's Property, said easement being specifically described as follows (the "Easement Area"):

SEE EXHIBITS "A" AND "B"

This Temporary Easement is granted for the sole purpose of: construction staging area related to construction of the 6200 South Extension Project and any appurtenant parts thereof (the "Facilities") on property adjacent to the Easement Area that is owned by the Grantor. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by the Grantee.

Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Unless otherwise agreed to between the parties by a separate instrument, Grantee agrees that no other part or portion of Grantor's adjacent real property (the "Grantor's Property") shall be used for any purpose. Without limiting the generality of the foregoing, Grantee shall not be permitted, and Grantee shall not permit Grantee's agents, employees, consultants, contractors and subcontractors ("Grantee's Agents"), to enter, park on, or use any portion of the Grantor's Property, except that portion of the Grantor's Property that is contained in the Easement Area.

Grantee and Grantee's Agents shall enter and use the Easement Area and Grantor's Property, as applicable, at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and Grantor's Property by Grantee and Grantee's Agents.

Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

Except to remedy emergency problems, no rights granted under this Easement may be exercised on Sundays. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances. Grantee shall pay all costs associated with the project undertaken in connection with this Easement, Granter having no obligation whatsoever to pay for any of the costs thereof.

Granter shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee's acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee. In the event Grantee fails to commence repair of any portion of the Easement Area as required above, within thirty (30) days after receipt of a written notice from Granter (except in the event of an emergency situation in which case no notice shall be required) and thereafter diligently prosecute such repairs to completion, Granter shall have the right, but not the obligation, to perform such repairs on behalf of Grantee upon notice to Grantee. Grantee shall pay to Granter the cost to perform such repair within thirty (30) days after receipt of notice from Licensor setting forth in reasonable detail such costs and the items to which they relate.

Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and Grantee will indemnify, hold harmless, and agree to defend Granter from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

Grantee shall obtain and maintain (or Grantee shall require Grantee's Agents to obtain and maintain) a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Grantor's Property. Grantee shall provide Granter with proof of such insurance prior to exercising its rights under this Easement. If Grantee is self-insured, it shall have the right to satisfy its insurance obligations hereunder, so long as Grantee maintains actuarially sound reserves.

Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Granter, indemnify, defend and hold harmless Granter from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorney fees actually incurred from any cause other than Granter's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Easement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Easement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Easement.

This Temporary Construction Easement shall automatically terminate upon the earlier of:
(i) completion of construction of the Facilities, or (ii) two (2) years after the date of execution and delivery of this Temporary Construction Easement, whichever first occurs.

Signed and delivered this _____ day of _____, 2016.

Property Reserve, Inc.
(fka Deseret Title Holding Corporation),
a Utah non-profit corporation

By: _____

Its: _____

STATE OF _____)
: SS.
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me
_____, known or satisfactorily proved to me to be
the _____, of Property Reserve, Inc. (fka Deseret Title
Holding Corporation), a Utah non-profit corporation, who acknowledged to me that he signed the
foregoing instrument as President of said corporation, and that said corporation executed the same.

NOTARY PUBLIC

A temporary easement, upon part of an entire tract of property, in the NW1/4NE1/4 and the NE1/4NE1/4 and the NE1/4NW1/4 of Section 22, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at the intersection of the southerly right of way line of the existing 6200 South Street and the easterly right of way line of the Kennecott Railroad which point is 54.24 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet S.00°21'40"W. and 52.58 feet southeasterly along the arc of a 5,668.24-foot radius non-tangent curve to the right along said easterly right of way line (Note: center bears N.52°53'02"E.) through a delta of 00°31'53" (Note: chord to said curve bears S.37°22'55"E. for a distance of 52.58 feet) from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 57.03 feet perpendicularly distant southerly from the control line of said project opposite engineer station 28+66.04; and running thence along said southerly right of way line the following three (3) courses: (1) S.89°50'35"E. 141.15 feet; thence (2) S.89°49'51"E. 1,339.36 feet parallel with the northerly section line of said section; thence (3) S.87°35'36"E. 300.00 feet to the southerly right of way line and non-access line of the Mountain View Corridor, State Route 85; thence N.89°45'14"E. 53.60 feet along said southerly right of way line and non-access line to a point 72.13 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence S.00°10'09"W. 79.87 feet to a point 152.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence S.18°15'56"E. 63.25 feet to a point 212.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence S.00°10'09"W. 295.00 feet to a point 507.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence S.44°49'51"E. 56.57 feet to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+60.00; thence S.89°49'51"E. 71.15 feet to a point in the westerly right of way line of said Mountain View Corridor which point is 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 48+31.15; thence S.00°33'33"E. 25.00 feet along said westerly right of way line; thence N.89°49'51"W. 131.47 feet; thence N.00°10'09"E. 175.00 feet; thence N.89°49'51"W. 45.00 feet; thence N.00°10'09"E. 312.55 feet; thence S.89°45'16"W. 8.80 feet; thence N.87°35'36"W. 300.03 feet; thence N.89°49'51"W. 16.32 feet along a line parallel with the northerly section line of said section; thence S.00°10'09"W.

EXHIBIT 'A', PAGE 2

PIN No. 8557

Project No. F-2150(1)0

Parcel No. 2150:101B:EC

13.00 feet; thence N.89°49'51"W. 155.00 feet along a line parallel with said section line; thence N.00°10'09"E. 10.00 feet; thence N.89°49'51"W. 1,175.00 feet along a line parallel with said section line; thence S.00°10'09"W. 15.00 feet; thence N.89°50'35"W. 110.52 feet to a point in a 5,668.24-foot radius non-tangent curve to the right along said easterly right of way line (Note: center bears N.51°58'03"E.); thence northwesterly along the arc of said curve 38.07 feet through a delta of 00°23'05" (Note: chord to said curve bears N.37°50'24"W. for a distance of 38.07 feet) to the point of beginning. The above described part of an entire tract of land contains 55,057 square feet or 1.264 acres in area, more or less.

(Note: All bearings in the above description equal highway bearings.)



Prepared by: (JLS) Meridian Engineering, Inc.

Revised by: (JLS) Meridian Engineering, Inc.

01F -5/7/2015

9/17/2015

COMPANY RW-09C (11-01-03)

CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	947.00'	22°04'09"	326.25'	324.23'	S75°27'57"E
C2	819.00'	15°50'20"	226.41'	225.89'	S76°46'55"E
C3	807.00'	12°41'13"	178.69'	178.33'	S77°33'12"E
C4	5793.24'	00°05'36"	16.23'	16.23'	S36°42'47"E
C5	5793.24'	00°31'47"	52.56'	52.56'	S36°55'55"E
C6	5660.54'	00°13'11"	15.20'	15.20'	S45°42'02"E

WEST VALLEY CITY
(INCORPORATED)
EXHIBIT B

SW 1/4 SE 1/4
SEC. 15



32+00

33+00

34+00

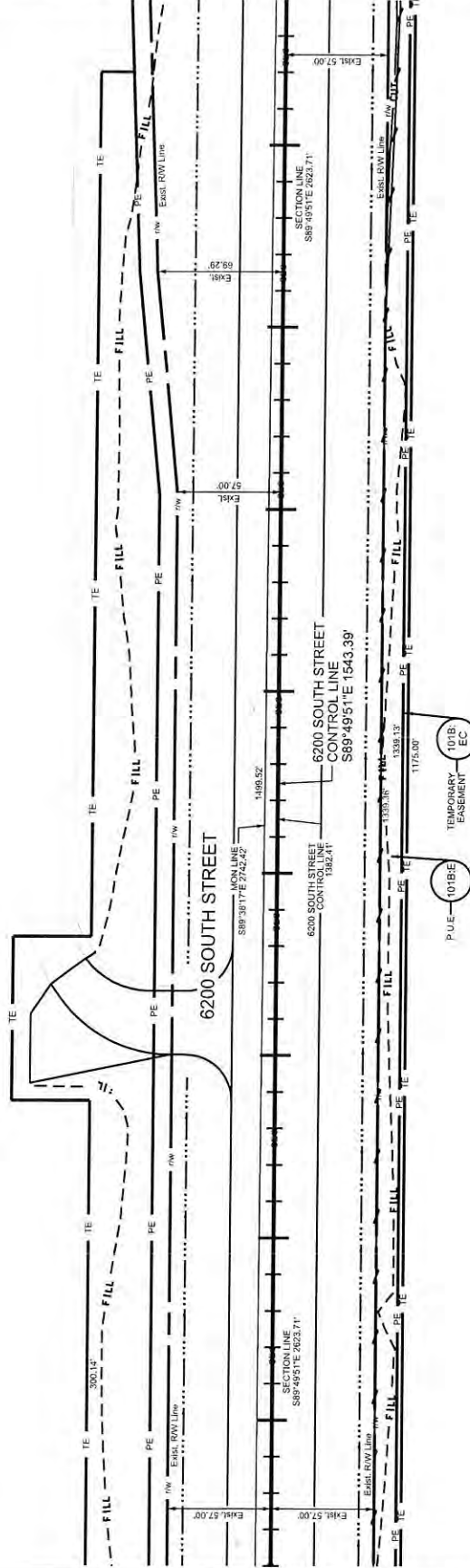
35+00

36+00

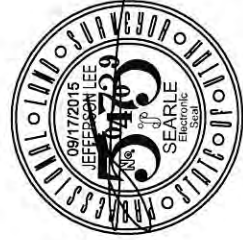
37+00

38+00

39+00



PROPERTY RESERVE, INC.
8511 WEST 4400 SOUTH
ENTRY NO. 4850559

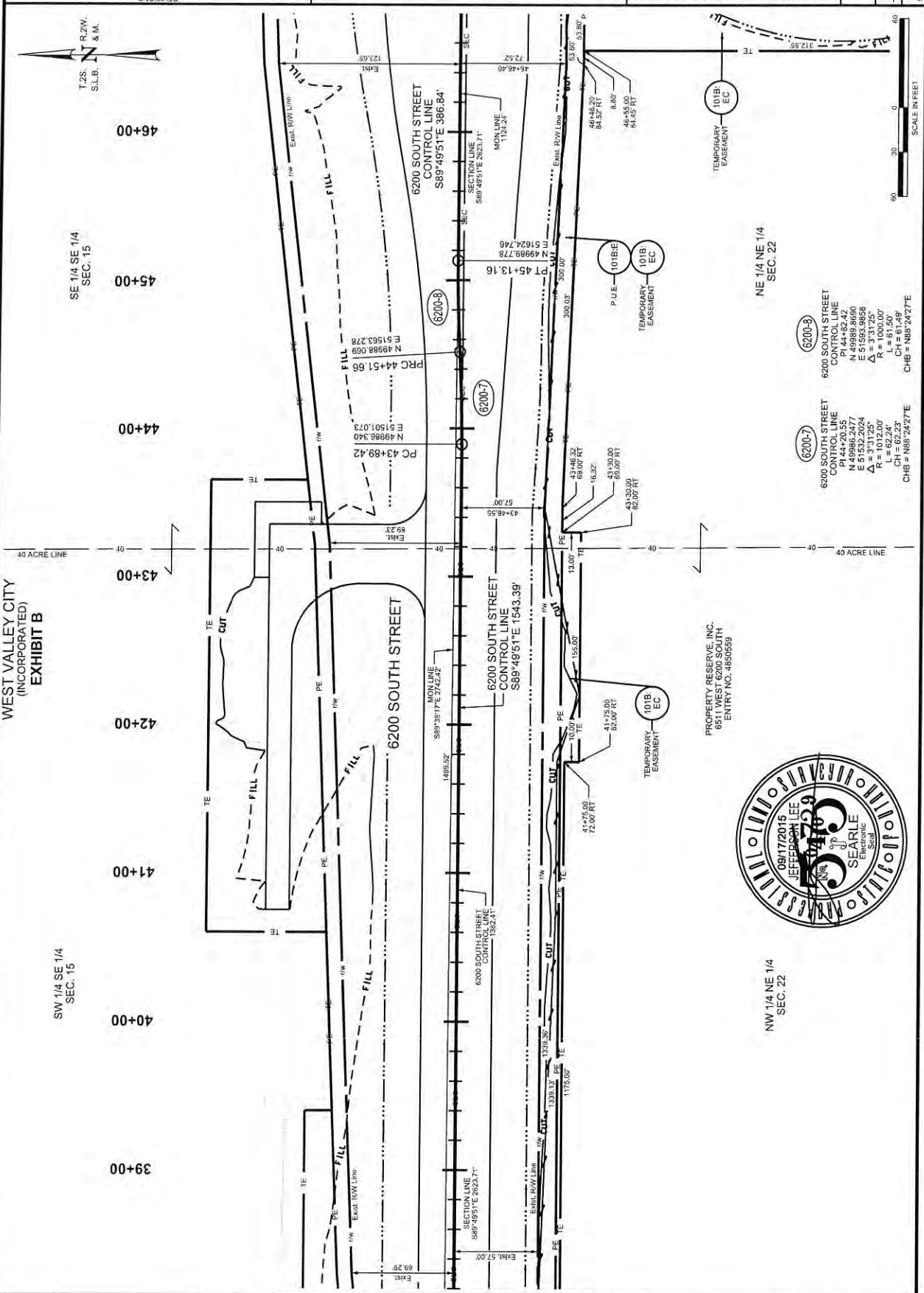


NW 1/4 NE 1/4
SEC. 22

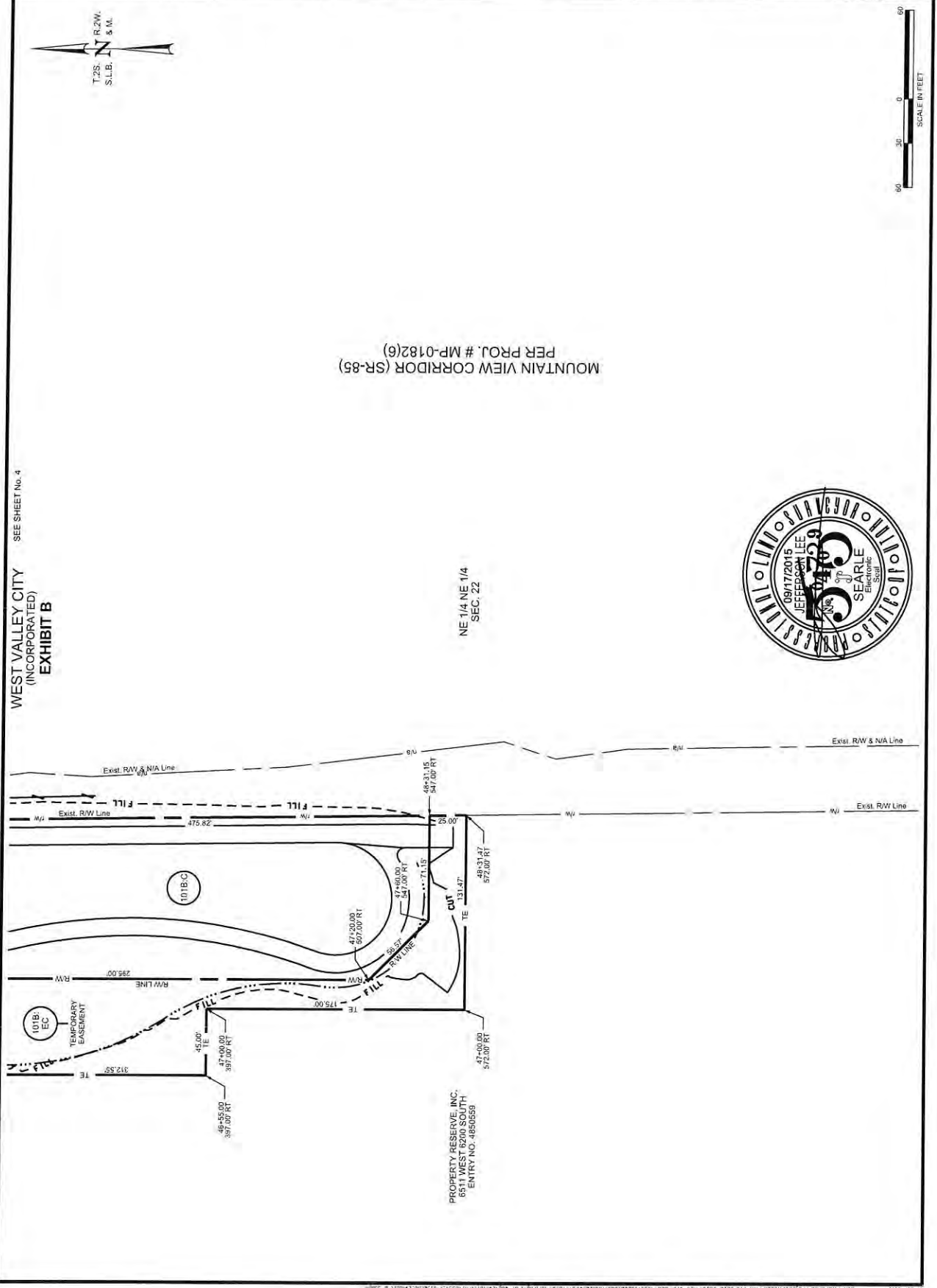


PROJECT 6200 SOUTH: 6100 WEST TO SR-111		PROJECT NUMBER F-2150(1)0		APPROVED 8557	
UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.		CHECKED BY JLS		DATE	
DESIGNED BY GKD		NO. DATE		APPROVED BY	
REVISIONS		REMARKS			

SHEET NO. 2



PROJECT		UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER		F-2150(1)0	
PROJECT		6200 SOUTH, 6100 WEST TO SR-111	
SHEET NO.		5	
COUNTY		SALT LAKE	
DATE		APPROVED	
DRAWN BY		CHECKED BY	
JLS		JLS	
DATE		DATE	
APPROVED BY		APPROVED BY	
REVISIONS		REVISIONS	



WEST VALLEY CITY
(INCORPORATED)
EXHIBIT B

SEE SHEET No. 4

Tax ID No. 20-22-126-003-4001

PIN No. 8557

Project No. F-2150(1)0

Parcel No. 2150:101:E

PUBLIC UTILITY EASEMENT

This PUBLIC UTILITY EASEMENT (this "Utility Easement") is dedicated and effective as of the _____ day of _____, 2016 (the "Effective Date"), by PROPERTY RESERVE, INC., a Utah nonprofit corporation ("Grantor").

RECITALS

- A. Grantor is the owner of certain real property located in the West Valley City, Salt Lake County, Utah (the "Grantor Property").
- B. Grantor desires to dedicate a perpetual public utility easement on, over, across, under and through certain portions of Grantor's Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes set forth by Utah Code Section 54-3-27 (the "PUE Statute").
- C. Grantor is willing to dedicate such easement subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. **Grant of Easement.** Grantor does hereby dedicate, without warranty, a public utility easement on, over, under and across the Easement Area for the purposes set forth in the PUE Statute (the "Utility Improvements"). Utility Improvements shall be constructed and placed underground and not be visible from the surface of the Grantor Property where practical. All costs of the Utility Improvements and all construction, replacement, relocation, removal, use, maintenance and/or repair thereof, shall be the sole responsibility of the public utility installing or maintaining the Utility Improvements except as set forth by the PUE Statute.
2. **Access.** Access to the Easement Area is solely for the purposes permitted by this Utility Easement and the PUE Statute. Users of this Utility Easement hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by said users. In the event of any maintenance, repair, or restoration work on the Easement Area, said work shall be performed on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

3. **Reservation by Grantor.** Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with this Utility Easement, subject to the limitations set forth in Utah Code Section 54-3-27(3).
4. **Condition of Easement Area.** Grantor dedicates the Utility Easement over the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area.
5. **Maintenance and Restoration.** Public utilities using this Utility Easement (herein "User" or "Users") are solely responsible for the maintenance and repair of all Utility Improvements within said Utility Easement. Users shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by said Users, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by said Users.
6. **Construction of the Improvements.** Users will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future.
7. **Indemnification by Users.** Users of this Utility Easement hereby agree to indemnify, save, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their Affiliates' officers, directors, employees, managers, members, agents and servants ("Affiliates") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Grantor or its Affiliates as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by said Users; (ii) any entry onto the Easement Area by said Users; and (iii) any work performed on the Easement Area by said Users, except to the extent caused directly by Grantor and/or its Affiliates. In no case shall any User be required to indemnify Grantor for any damages as set forth above caused by or arising out of, either directly or indirectly, the work or maintenance performed by another User, by Grantor, or by any third party acting without the authorization of said User.
8. **Liens.** No User shall encumber the Easement Area and the Grantor Property with any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under said User. Any User encumbering the Easement Area or Grantor property by such a lien shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Easement Area and/or the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by,

through, for, or under said User or any of said User's Agents. Any such liens shall be released of record within thirty (30) days.

9. **Miscellaneous.** If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred the preparation and prosecution of such action or proceeding. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, except as explicitly set forth herein. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor shall have the right to perform and act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) except as explicitly set forth herein occurs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR

PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this _____ day of _____, 20____ personally appeared before me _____, personally known to me to be the _____ of Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as for said corporation.

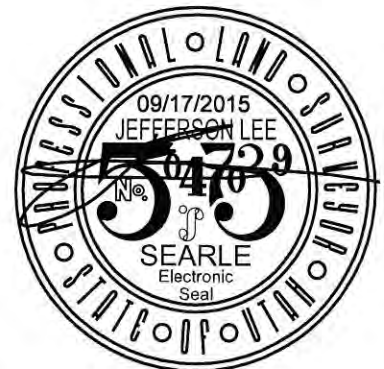
Notary Public

The Easement, upon part of an entire tract of property, in the NE1/4NW1/4 of Section 22, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at the intersection of the southerly right of way line of the existing 6200 South Street and the westerly right of way line of the Kennecott Railroad which point is 210.76 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet S.00°21'40"W. and 46.35 feet southeasterly along the arc of a 5,793.24-foot radius non-tangent curve to the left along said westerly right of way line (Note: center bears N.53°49'33"E.) through a delta of 00°27'30" (Note: chord to said curve bears S.36°24'12"E. for a distance of 46.35 feet) from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 57.03 feet radially distant southerly from the control line of said project opposite engineer station 27+10.77; and running thence southeasterly along said westerly right of way line and the arc of a 5,793.24-foot radius non-tangent curve to the left (Note: center bears N.53°22'02"E.) 16.24 feet through a delta of 00°09'38" (Note: chord to said curve bears S.36°42'47"E. for a distance of 16.24 feet) to a point in a 819.00-foot radius non-tangent curve to the right (Note: center bears N.05°15'55"E.); thence westerly along the arc of said curve 226.41 feet through a delta of 15°50'20" (Note: chord to said curve bears N.76°48'55"W. for a distance of 225.69 feet) to the southerly right of way line of the former 6200 South Street; thence S.89°38'20"E. 35.85 feet along said southerly right of way line to the beginning of a 807.00-foot radius non-tangent curve to the left and the southerly right of way line of 6200 South Street (Note: center bears N.18°43'24"E.); thence easterly along the arc of said curve and said southerly right of way line 178.69 feet through a delta of 12°41'13" (Note: chord to said curve bears S.77°37'12"E. for a distance of 178.33 feet) to the point of beginning. The above described part of an entire tract of land contains 2,434 square feet or 0.056 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)



GRANT OF TEMPORARY EASEMENT

[NOT TO BE RECORDED]

Salt Lake County

Tax ID No. 20-22-126-003

PIN No. 8557

Project No. F-2150(1)0

Parcel No. 2150:101:EC

PROPERTY RESERVE, INC. (fka Deseret Title Holding Corporation), a Utah non-profit corporation (hereinafter referred to as ("Grantor")), whose principal office is located at 79 South Main Street, Suite 600, Salt Lake City, Utah 84111, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys without warranty, to WEST VALLEY CITY, a municipal corporation of the State of Utah, (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a temporary construction easement (the "Easement") on, over, under, across and through a portion of Grantor's land located at 6500 South 5600 West (the "Grantor's Property") for the sole purpose of facilitating the construction and replacement of improvements that are to be located adjacent to the Grantor's Property, said easement being specifically described as follows (the "Easement Area"):

SEE EXHIBITS "A" AND "B"

This Temporary Easement is granted for the sole purpose of: construction staging area related to construction of the 6200 South Extension Project and any appurtenant parts thereof (the "Facilities") on property adjacent to the Easement Area that is owned by the Grantor. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by the Grantee.

Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Unless otherwise agreed to between the parties by a separate instrument, Grantee agrees that no other part or portion of Grantor's adjacent real property (the "Grantor's Property") shall be used for any purpose. Without limiting the generality of the foregoing, Grantee shall not be permitted, and Grantee shall not permit Grantee's agents, employees, consultants, contractors and subcontractors ("Grantee's Agents"), to enter, park on, or use any portion of the Grantor's Property, except that portion of the Grantor's Property that is contained in the Easement Area.

Grantee and Grantee's Agents shall enter and use the Easement Area and Grantor's Property, as applicable, at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and Grantor's Property by Grantee and Grantee's Agents.

Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

Except to remedy emergency problems, no rights granted under this Easement may be exercised on Sundays. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances. Grantee shall pay all costs associated with the project undertaken in connection with this Easement, Granter having no obligation whatsoever to pay for any of the costs thereof.

Granter shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee's acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee. In the event Grantee fails to commence repair of any portion of the Easement Area as required above, within thirty (30) days after receipt of a written notice from Granter (except in the event of an emergency situation in which case no notice shall be required) and thereafter diligently prosecute such repairs to completion, Granter shall have the right, but not the obligation, to perform such repairs on behalf of Grantee upon notice to Grantee. Grantee shall pay to Granter the cost to perform such repair within thirty (30) days after receipt of notice from Licensor setting forth in reasonable detail such costs and the items to which they relate.

Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and Grantee will indemnify, hold harmless, and agree to defend Granter from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

Grantee shall obtain and maintain (or Grantee shall require Grantee's Agents to obtain and maintain) a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Grantor's Property. Grantee shall provide Granter with proof of such insurance prior to exercising its rights under this Easement. If Grantee is self-insured, it shall have the right to satisfy its insurance obligations hereunder, so long as Grantee maintains actuarially sound reserves.

Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Granter, indemnify, defend and hold harmless Granter from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorney fees actually incurred from any cause other than Grantor's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Easement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Easement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Easement.

This Temporary Construction Easement shall automatically terminate upon the earlier of:
(i) completion of construction of the Facilities, or (ii) two (2) years after the date of execution and delivery of this Temporary Construction Easement, whichever first occurs.

Signed and delivered this _____ day of _____, 2016.

Property Reserve, Inc.
(fka Deseret Title Holding Corporation),
a Utah non-profit corporation

By: _____

Its: _____

STATE OF _____)
; SS.
COUNTY OF _____)

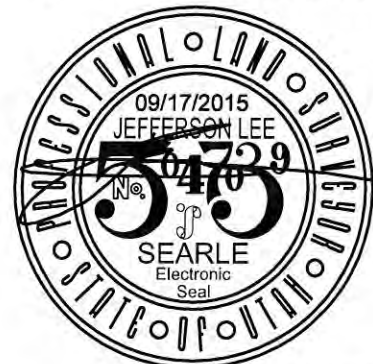
On this _____ day of _____, 2016, personally appeared before me
_____, known or satisfactorily proved to me to be
the _____, of Property Reserve, Inc. (fka Deseret Title
Holding Corporation), a Utah non-profit corporation, who acknowledged to me that he signed the
foregoing instrument as President of said corporation, and that said corporation executed the same.

NOTARY PUBLIC

A temporary easement, upon part of an entire tract of property, in the NE1/4NW1/4 of Section 22, T.2S., R.2W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the construction of 6200 South Street known as Project No. F-2150(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at the intersection of the southerly right of way line of the existing 6200 South Street and the westerly right of way line of the Kennecott Railroad which point is 210.76 feet N.89°38'20"W. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 24.75 feet S.00°21'40"W. and 46.35 feet southeasterly along the arc of a 5,793.24-foot radius non-tangent curve to the left along said westerly right of way line (Note: center bears N.53°49'33"E.) through a delta of 00°27'30" (Note: chord to said curve bears S.36°24'12"E. for a distance of 46.35 feet) from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 57.03 feet radially distant southerly from the control line of said project opposite engineer station 27+10.77; and running thence southeasterly along said westerly right of way line and the arc of a 5,793.24-foot radius non-tangent curve to the left (Note: center bears N.53°22'02"E.) 53.56 feet through a delta of 00°31'47" (Note: chord to said curve bears S.36°53'51"E. for a distance of 53.56 feet) to a point in a 847.00-foot radius non-tangent curve to the right (Note: center bears N.03°34'04"E.); thence westerly along the arc of said curve 326.25 feet through a delta of 22°04'09" (Note: chord to said curve bears N.75°23'51"W. for a distance of 324.23 feet) to the southerly right of way line of the former 6200 South Street; thence S.89°38'20"E. 107.42 feet along said southerly right of way line to the beginning of a 807.00-foot radius non-tangent curve to the left (Note: center bears N.18°43'24"E.); thence easterly along the arc of said curve and said southerly right of way line 178.69 feet through a delta of 12°41'13" (Note: chord to said curve bears S.77°37'12"E. for a distance of 178.33 feet) to the point of beginning. The above described part of an entire tract of land contains 10,201 square feet or 0.234 acre in area, more or less.

(Note: All bearings in the above description equal highway bearings.)



SHEET NO. 1	COUNTY SALT LAKE	PROJECT 6200 SOUTH 6100 WEST TO SR-111		PROJECT NUMBER F-2150(1)0		EXHIBIT B	
		APPROVED		DRAWN BY OKD		CHECKED BY JLS	
UTAH DEPARTMENT OF TRANSPORTATION		REGION 2 - MERIDIAN ENGINEERING, INC.		APPROVED		PROJECT/PLANNING/DESIGN/CONSTRUCTION	
REVISED		DATE		NO.		DATE	
REVISIONS		DATE		NO.		DATE	



FENCE AGREEMENT

THIS FENCE AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 2015, by and between PROPERTY RESERVE, INC., a Utah nonprofit corporation, located at 79 South Main Street, Suite 600, Salt Lake City, Utah 84111 (“**PRI**”), and WEST VALLEY CITY, a Utah municipal corporation, with an address of 3600 S. Constitution Blvd., West Valley City, Utah 84119 (“**West Valley**”). PRI and West Valley are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

R E C I T A L S

WHEREAS, PRI is the owner of certain real property in Salt Lake County, Utah, known as Tax Parcel 20-22-200-010-4001 (“**PRI’s Property**”);

WHEREAS, the City and PRI intend to enter into a right-of-way contract wherein PRI shall convey portions of PRI’s Property to assist in West Valley’s 6200 South Extension Project (herein, the “**Right-of-Way Agreement**”, attached hereto as Exhibit A);

WHEREAS, the 6200 South Extension Project (herein, the “**Project**”) will require the removal and replacement of certain fencing along PRI’s Property; and

WHEREAS, the Parties desire to provide for the installation of temporary and permanent fencing based on the terms set forth in this Agreement.

NOW, THEREFORE, based on the foregoing, and in consideration of the mutual covenants and promises set forth herein, the Parties agrees as follows:

1. Fence. If needed to prevent the escape of any livestock within PRI’s Property, and prior to any construction associated with the Project, West Valley shall cause to construct a temporary fence along PRI’s Property line (the “**Temporary Fence**”), as further depicted on Exhibit B attached hereto (the “**Fence Line**”), and shall ensure that during construction of the Project the Temporary Fence remains in place along the Fence Line. Upon completion of the Project, West Valley shall replace the Temporary Fence with a permanent fence (the “**Permanent Fence**”). The Temporary and Permanent Fence shall be of the same quality and construction as the current fence located on PRI’s Property. The City shall maintain the Temporary Fence (if needed) throughout construction of the Project, with PRI responsible for maintenance of the Permanent Fence upon completion of the Project.
2. Indemnification. West Valley shall indemnify, defend with counsel of PRI’s choice, and hold PRI and its agents harmless from and against any loss, damage, injury, claim, or expense that may result from livestock on PRI’s Property escaping due to the negligent construction of the Permanent or Temporary Fence. The indemnity provided by West Valley in favor of PRI in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.
3. Condition Precedent. The execution of the Right-of-Way Agreement by the Parties is a condition precedent to the City’s obligations under this Agreement.
4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties

pertaining to the subject matter hereof.

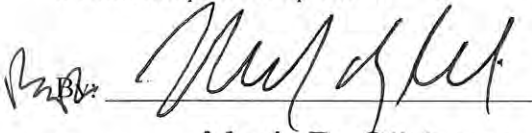
5. Counterparts. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[Signatures and Acknowledgements to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

PRI:

PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

_____

Name: Mark B. Gibbons

President

Title: _____

WEST VALLEY:

WEST VALLEY CITY,
a Utah municipal corporation

Mayor

Attest:

City Recorder

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

EXHIBIT A

(Right of Way Agreement)

See attached.

West Valley City, a municipal corporation
Right-of-way Contract
Fee Simple Acquisition – Strip Take

Project No: F-2150(1)0 Parcel No.(s): 101:E, 101:EC, 101B:C, 101B:E, 101B:EC
Job/Project /Authorization No: 53950 Pin No: 8557
Project Location: 6200 SOUTH; 6100 WEST TO SR-111
County of Property: SALT LAKE Tax ID / Sidwell No: 20-22-126-003-4001 and 20-22-201-002-4001
Property Address: 7011 West 6200 South WEST VALLEY CITY, UT 84118
Owner's Address: 79 South Main Street, Suite 600, Salt Lake City, UT 84111
Primary Phone: 801-321-8700 Owner's Representative: Doug Holmberg Owner's Representative Phone: 801-321-8704
Owner / Grantor: Property Reserve Inc. (f/k/a Deseret Title Holding Corporation), a Utah nonprofit corporation

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell for transportation purposes by Quit Claim Deed, Perpetual Utility Easement, Temporary Construction Easement, known as parcel numbers 101:E, 101:EC, 101B:C, 101B:E, 101B:EC in substantially the same form and content as the Quit Claim Deed attached hereto and incorporated herein on Exhibits A.

This contract is to be returned to: West Valley City, a municipal corporation
Attention: Steven J. Dale, Right-of-way Agent
3600 South Constitution Blvd.
West Valley City, Utah 84119

1. Grantor will convey the right-of-way in its "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to existing easements, recorded or unrecorded, both latent and patent defects. Grantor shall have the right to reserve any mineral and water rights. Grantor will convey the right of way via a quitclaim deed subject to: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.
2. Grantor shall leave the property in the same condition as it was when this contract was signed. NO material work, improvement, or alteration will be done to the property unless mutually agreed to by the parties. Grantor shall not subject the property to any new lease, mortgage, pledge, lien, or other encumbrance after the date this contract was signed, unless mutually agreed to by the parties.
3. Grantor and Grantee are tax exempt entities.
4. The City shall pay the Grantor and or other parties of interest for the real property in the Quit Claim Deed, Perpetual Utility Easement, and Temporary Easement referenced above.
5. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
6. This is a voluntary sale to West Valley City. It is not subject to condemnation.

As this is a voluntary sale, the Grantors waive any right they have to "first right of refusal" on any surplus property not used for the proposed highway or other transportation projects.

Additional Terms:

1. The City shall pay the Grantor \$158,400.00 as just compensation for the property and easements.
2. The City shall be responsible for rollback taxes, if any on the property acquired under this Right of Way Contract and shall pay said rollback taxes at closing.

3. Both Grantor and the City expressly understand that each of the representations, warranties, and covenants made in this Right of Way Contract is material, and that the City is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Right of Way Contract and as of the closing date, as though such representations, warranties, and covenants had been made on each of such dates. This Right of Way Contract is contingent upon the truth of these representations and warranties and upon the Grantor's compliance with all covenants contained in this Contract.
4. Grantee's obligations in this Right of Way Contract are considered to be contractual for the purposes of the Governmental Immunity Act.

Total Selling Price: \$158,400.00

Grantor's Initials

Grantor understands this agreement is an option until approved by the West Valley City Council.

This contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed the same page.

By: Mark B. Gibbons Date 12/09/15
Property Reserve Inc. (f/k/a Deseret Title Holding Corporation),
a Utah nonprofit corporation

State of Utah)
County of Salt Lake) :ss

On the 9th day of December, 2015, personally appeared before me Mark B. Gibbons, who affirmed that he is the President of Property Reserve Inc. (f/k/a Deseret Title Holding Corporation), a Utah nonprofit corporation, and that this Agreement was signed by him/her in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and he/she acknowledged to me that said corporation executed the same.



NOTARY PUBLIC

Steven J. Dale
Steven J. Dale / Acquisition Agent

Date 12/30/15

Coby S. Wilson
Coby S. Wilson / Team Leader

Date 12/30/15

Approved by Mayor Ron Bigelow

Attest: City Recorder

Exhibit A
[Form of Quit Claim Deed]

WHEN RECORDED, MAIL TO:
West Valley City
3600 South Constitution Boulevard
West Valley City, Utah 84119

Quit Claim Deed
(Corporation)
Salt Lake County

Tax ID No.	20-22-201-002
PIN No.	8557
Project No.	F-2150(1)0
Parcel No.	2150:101B:C

Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, Grantor, at 79 S. Main Street, Suite 600, Salt Lake City, Utah 84111, hereby bad doc type to WEST VALLEY CITY, a Utah municipal corporation, Grantee, at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described _____ parcel _____ of _____ land _____ in _____ Salt Lake _____ County, State of Utah, to-wit:

See **Exhibits A and B** attached hereto and incorporated by reference herein

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.

GRANTOR SPECIFICALLY RESERVES, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following-minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance. Grantor cannot exercise the mineral rights from the surface of the real property described on Exhibit A or in the upper two hundred fifty (250) feet of the subsurface or engage in any activity that will weaken the stability of the road.

RESERVING unto Grantor any water rights or rights to the use of water whether appurtenant to the Property or not in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication. However, the construction of a roadway and storm drain system, installation and operation of utilities, and other activities incident to the operation of utilities or a public street shall not be construed as an interference with or violation of any water rights belonging to the Property.

PIN No. 8557
Project No. F-2150(1)0
Parcel No. 2150:101B:C



IN WITNESS WHEREOF, said Mark B. Gibbons
has caused this instrument to be executed by its proper officers thereunto duly authorized, this 9th day of December, A.D. 20 15.

Property Reserve, Inc. (fka Deseret Title
Holding Corporation), a Utah nonprofit corporation

By: [Signature]
Name (Print): Mark B. Gibbons
Its: President

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this 9th day of December, 20 15 personally appeared before me Mark B. Gibbons, personally known to me to be the president of Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as for said corporation.



[Signature]
Notary Public

4822-0908-7018, v. 3

EXHIBIT 'A', PAGE 1

PIN No. 8557

Project No. F-2150(1)0

Parcel No. 2150:101B:C

A parcel of land in fee for the widening of the existing highway 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the NE1/4NE1/4 of Section 22, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly right of way line of the existing 6200 South Street which point is 118.66 feet S.89°38'17"E. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 8.83 feet S.00°04'51"E. along the north-south quarter section line of said section to the North Quarter Corner of said Section 22, as calculated using evidence on the ground coupled with a survey filed as S89-01-0017 with the Salt Lake County Surveyor's office and 1,339.54 feet S.89°49'51"E. along the northerly section line of said section and 57.00 feet S.00°10'09"W. and 300.00 feet S.87°35'36"E. along said southerly right of way line and 53.60 feet N.89°45'15"E. along the southerly right of way line and non-access line of the Mountain View Corridor, State Route 85 from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 72.13 feet perpendicularly distant southerly from the control line of said project opposite engineer station 47+00.00; and running thence N.89°45'16"E. 125.11 feet along said southerly right of way line and non-access line to the westerly right of way line of said Mountain View Corridor; thence S.00°33'33"E. 475.82 feet along said westerly right of way line to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 48+31.15; thence N.89°49'51"W. 71.15 feet to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+60.00; thence N.44°49'51"W. 56.57 feet to a point 507.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.00°10'09"E. 295.00 feet to a point 212.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.18°15'56"W. 63.25 feet to a point 152.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence N.00°10'09"E. 79.87 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 52,804 square feet or 1.212 acres in area, more or less.

Ck by JJB 29 Oct 2015

(Note: All bearings in the above description equal highway bearings.)



Prepared by: (JLS) Meridian Engineering, Inc.
Revised by: (JLS) Meridian Engineering, Inc.

01F -5/7/2015
10/29/2015

COMPANY RW-05C (11-01-03)

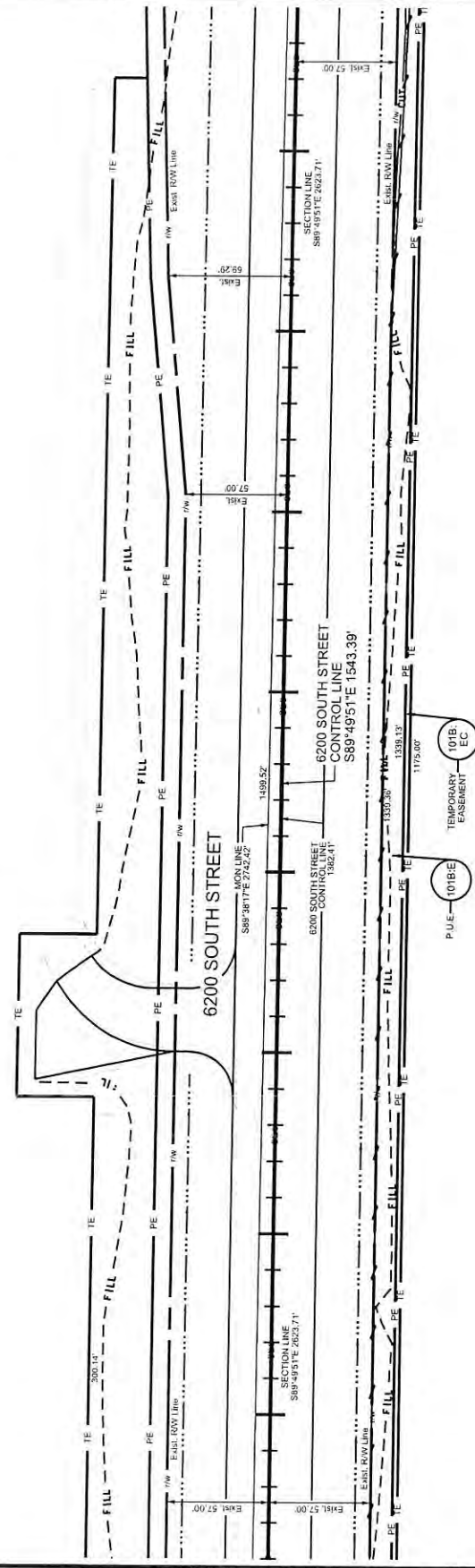
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	847.00'	22°04'09"	326.25'	324.25'	S75°23'15"E
C2	819.00'	15°50'20"	246.41'	245.69'	S76°48'55"E
C3	807.00'	12°41'13"	178.69'	178.33'	S77°31'12"E
C4	S793.24'	00°03'38"	16.23'	16.23'	S16°42'45"E
C5	S793.24'	00°03'13"	53.56'	53.56'	S30°54'15"E
C6	S668.24'	00°01'31"	15.07'	15.07'	S37°43'28"E
C7	S668.24'	00°01'23"	18.02'	18.02'	S37°43'28"E

WEST VALLEY CITY
(INCORPORATED)
EXHIBIT B

SW 1/4 SE 1/4
SEC. 15



32+00 33+00 34+00 35+00 36+00 37+00 38+00 39+00



PROPERTY RESERVE, INC.
651 1/4 WEST 6200 SOUTH
ENTRY NO. 4855559



NW 1/4 NE 1/4
SEC. 22



PROJECT: 6200 SOUTH: 6100 WEST TO SR-111		PROJECT NUMBER: F-2150(1)0		APPROVED: 8557	
UTAH DEPARTMENT OF TRANSPORTATION		REGION 2 - MERIDIAN ENGINEERING, INC.		PROFESSIONAL LAND SURVEYOR	
DATE: _____		CHECKED BY: _____		DATE: _____	
DATE: _____		APPROVED BY: _____		DATE: _____	
REVISIONS		REMARKS			

WEST VALLEY CITY
(INCORPORATED)
EXHIBIT B

SW 1/4 SE 1/4
SEC. 15

SE 1/4 SE 1/4
SEC. 15



39+00

40+00

41+00

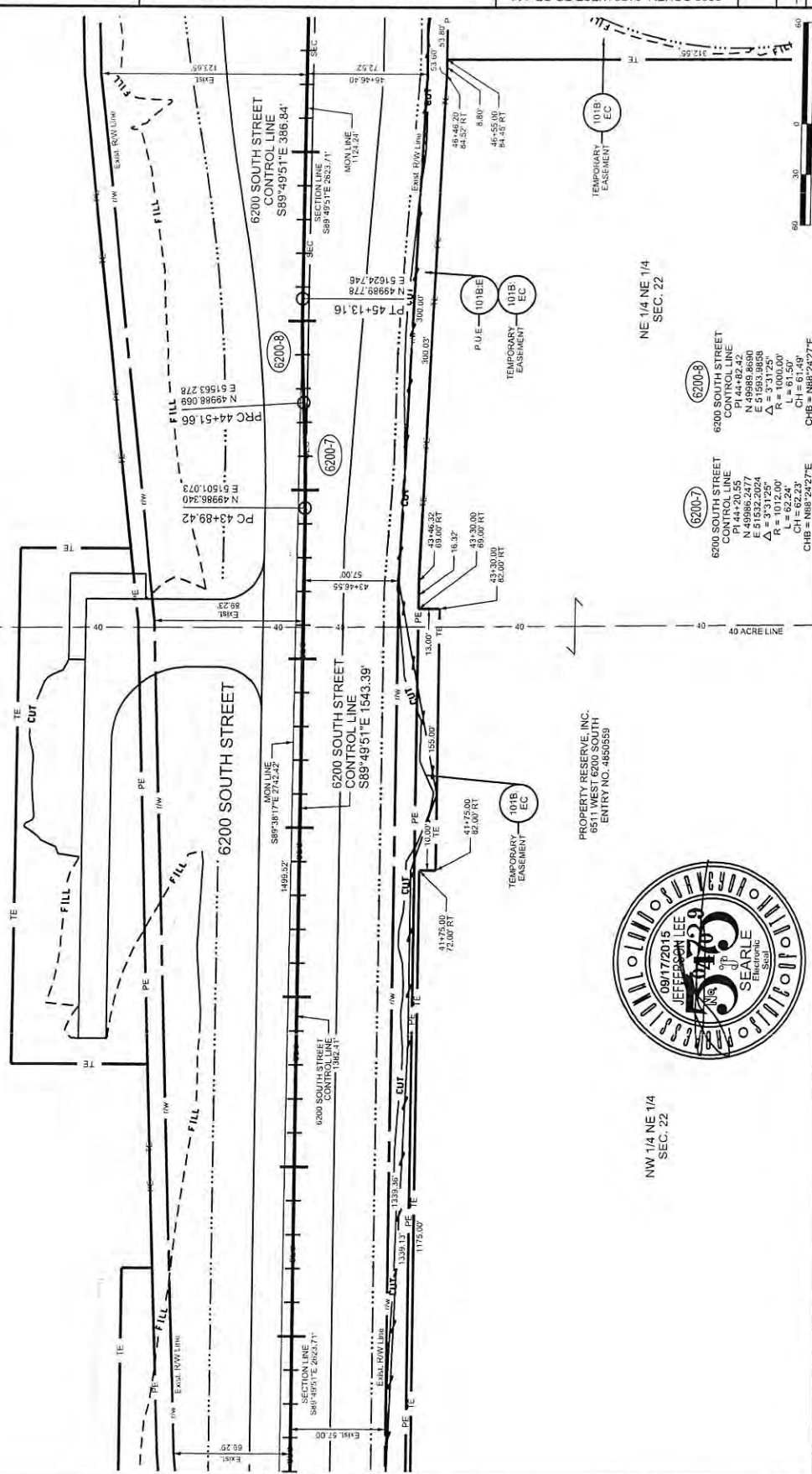
42+00

43+00

44+00

45+00

46+00



NW 1/4 NE 1/4
SEC. 22

PROPERTY RESERVE, INC.
8511 WEST 6200 SOUTH
ENTRY NO. 4890559

6200-7
6200 SOUTH STREET
CONTROL LINE
PI 44+20.55
N 49986.2477
E 151501.973
Δ = 3°31'25\"/>

6200-8
6200 SOUTH STREET
CONTROL LINE
PI 44+82.42
N 49988.8600
E 151501.973
Δ = 3°31'25\"/>

NE 1/4 NE 1/4
SEC. 22



PROJECT: 6200 SOUTH-6100 WEST TO SR-111		SHEET NO. 3	
PROJECT NO.	F-2150(1)0	DATE	08/17/2015
APPROVED	8557	CHECKED BY	JD
UTAH DEPARTMENT OF TRANSPORTATION		DESIGNED BY	JD
REGION 2 - MERIDIAN ENGINEERING, INC.		DATE	08/17/2015
PROJECT LOCATION: ROAD 6100 WEST TO SR-111		SCALE	AS SHOWN
SALT LAKE COUNTY		PROJECT NO.	F-2150(1)0
SHEET NO.		3	

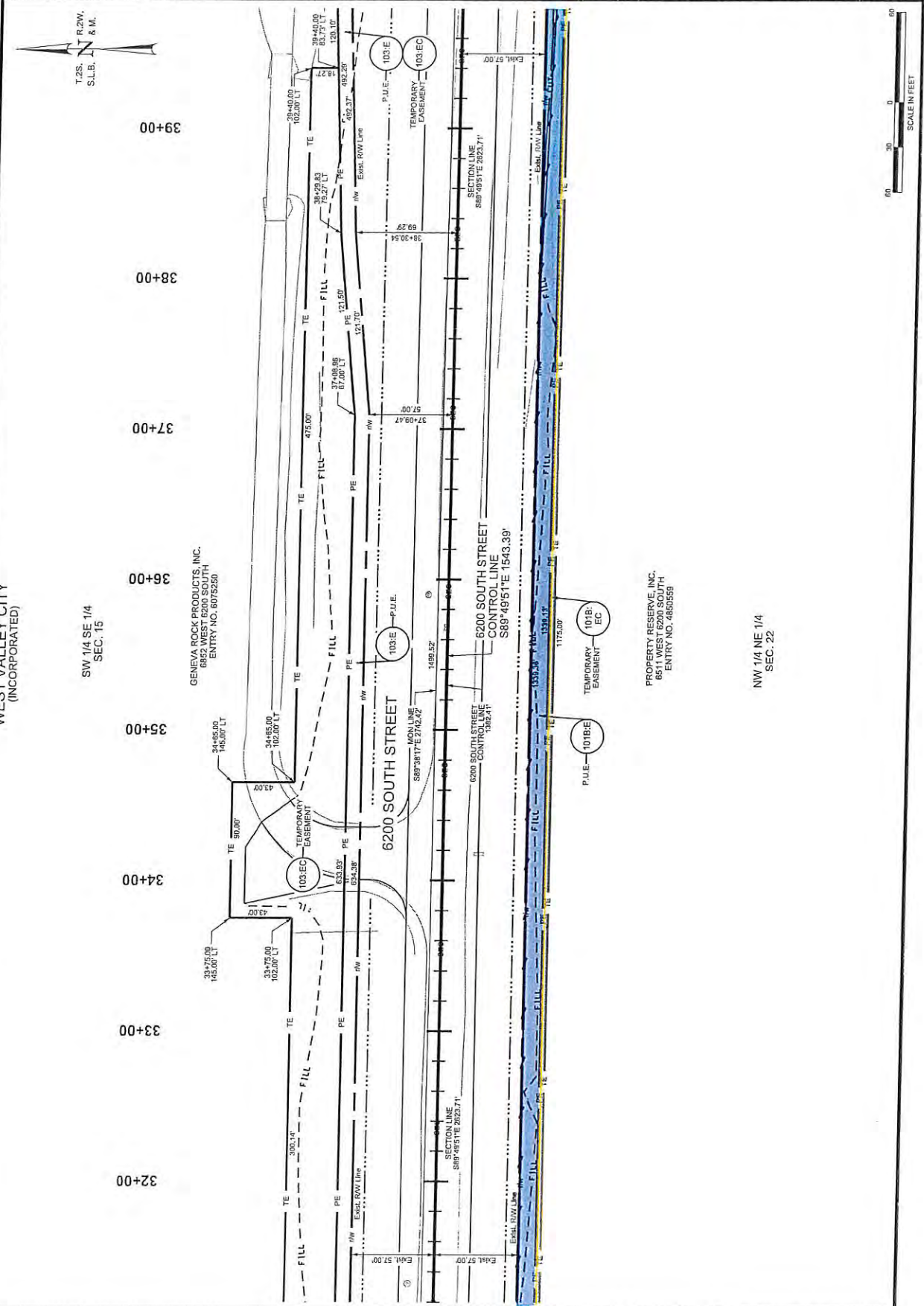
[illegible]

EXHIBIT B

(Fence Line)

4842-1619-3315, v. 4

SHEET NO. 1F		RW-08	
SALT LAKE COUNTY		PROJECT NO. 8557	
PROJECT		F-2150(1)0	
6200 SOUTH: 6100 WEST TO SR-111		RIGHT-OF-WAY PLAN	
UTAH DEPARTMENT OF TRANSPORTATION			
REGION 2 - MERIDIAN ENGINEERING, INC.			
DATE 05/27/2015			
CHECKED BY			
DESIGNED BY			
NO. DATE APPROVED BY			
REVISIONS			
REMARKS			

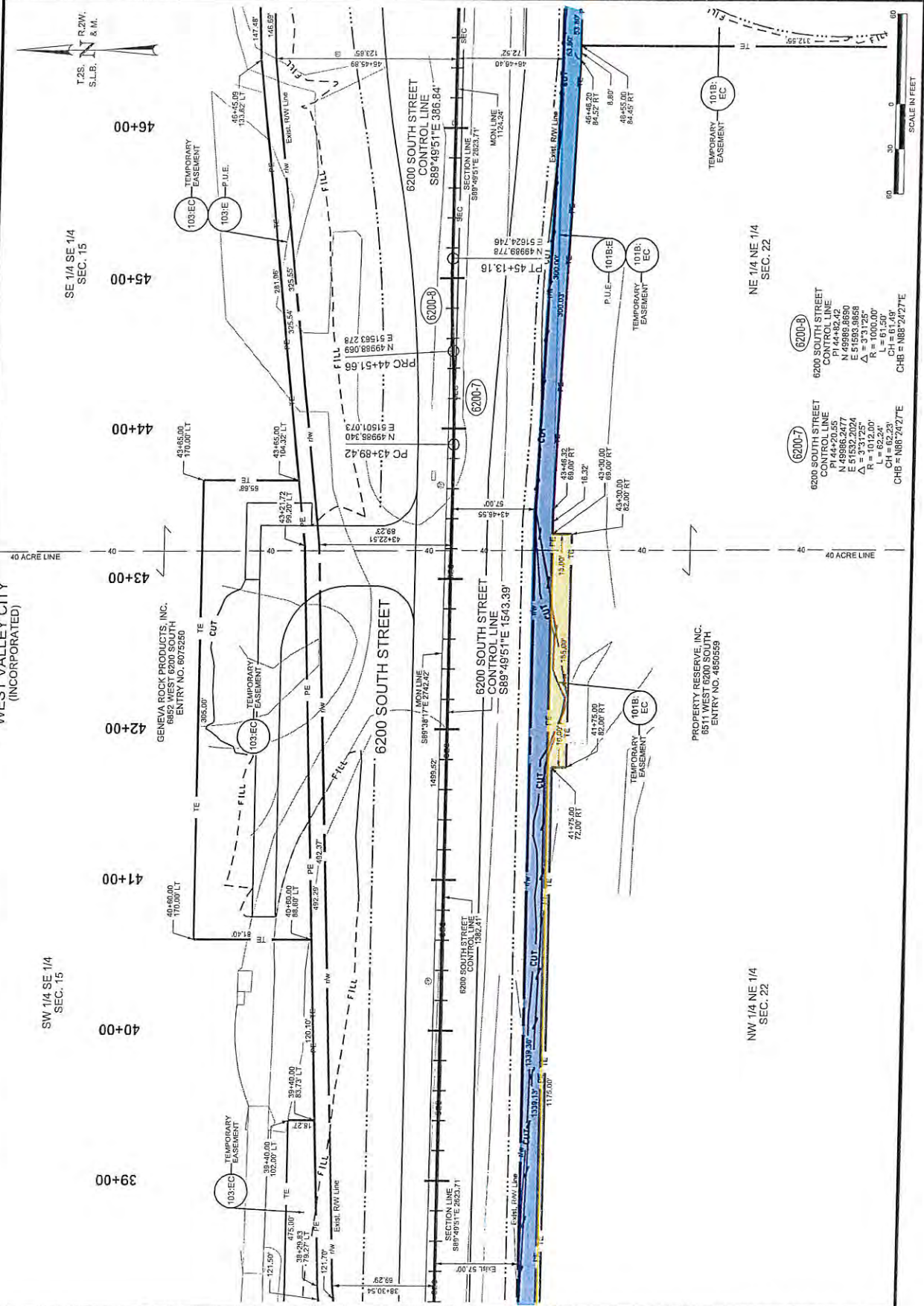


WEST VALLEY CITY
(INCORPORATED)

SW 1/4 SE 1/4
SEC. 15

NW 1/4 NE 1/4
SEC. 22

PROJECT		PROJECT NUMBER		F-2150(1)0	
SHEET NO.		SHEET NO.		RY-09	
SALT LAKE COUNTY		SALT LAKE COUNTY		SALT LAKE COUNTY	
RIGHT-OF-WAY PLAN					
APPROVED					
DATE 09/27/2015					
UTAH DEPARTMENT OF TRANSPORTATION					
REGION 2 - MERIDIAN ENGINEERING, INC.					
CHECKED BY					
DATE					
DESIGNED BY					
DATE					
APPROVED BY					
DATE					
REVISIONS					
REMARKS					



WEST VALLEY CITY (INCORPORATED)

SW 1/4 SE 1/4 SEC. 15

NE 1/4 NE 1/4 SEC. 22

6200 SOUTH STREET CONTROL LINE

6200 SOUTH STREET RIGHT-OF-WAY LINE

103.EC TEMPORARY EASEMENT

101B.EC TEMPORARY EASEMENT

GENEVA ROCK PRODUCTS, INC. 6200 SOUTH STREET ENTRY NO. 0015200

PROPERTY RESERVE, INC. 6200 SOUTH STREET ENTRY NO. 489559

40 ACRE LINE

SECTION LINE

MONUMENT LINE

STATIONING: 39+00, 40+00, 41+00, 42+00, 43+00, 44+00, 45+00, 46+00

RIGHT-OF-WAY PLAN

UTAH DEPARTMENT OF TRANSPORTATION

REGION 2 - MERIDIAN ENGINEERING, INC.

DATE 09/27/2015

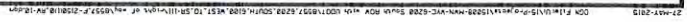
CHECKED BY

DESIGNED BY

APPROVED BY

REVISIONS

REMARKS



West Valley City, a municipal corporation
Right-of-way Contract
Fee Simple Acquisition – Strip Take

Project No: F-2150(1)0 Parcel No.(s): 101:E, 101:EC, 101B:C, 101B:E, 101B:EC
Job/Project /Authorization No: 53950 Pin No: 8557
Project Location: 6200 SOUTH; 6100 WEST TO SR-111
County of Property: SALT LAKE Tax ID / Sidwell No: 20-22-126-003-4001 and 20-22-201-002-4001
Property Address: 7011 West 6200 South WEST VALLEY CITY, UT 84118
Owner's Address: 79 South Main Street, Suite 600, Salt Lake City, UT 84111
Primary Phone: 801-321-8700 Owner's Representative: Doug Holmberg Owner's Representative Phone: 801-321-8704
Owner / Grantor: Property Reserve Inc. (f/k/a Deseret Title Holding Corporation), a Utah nonprofit corporation

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell for transportation purposes by Quit Claim Deed, Perpetual Utility Easement, Temporary Construction Easement, known as parcel numbers 101:E, 101:EC, 101B:C, 101B:E, 101B:EC in substantially the same form and content as the Quit Claim Deed attached hereto and incorporated herein on Exhibits A.

This contract is to be returned to: West Valley City, a municipal corporation
Attention: Steven J. Dale, Right-of-way Agent
3600 South Constitution Blvd.
West Valley City, Utah 84119

1. Grantor will convey the right-of-way in its "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to existing easements, recorded or unrecorded, both latent and patent defects. Grantor shall have the right to reserve any mineral and water rights. Grantor will convey the right of way via a quitclaim deed subject to: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.
2. Grantor shall leave the property in the same condition as it was when this contract was signed. NO material work, improvement, or alteration will be done to the property unless mutually agreed to by the parties. Grantor shall not subject the property to any new lease, mortgage, pledge, lien, or other encumbrance after the date this contract was signed, unless mutually agreed to by the parties.
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6. This is a voluntary sale to West Valley City. It is not subject to condemnation.

As this is a voluntary sale, the Grantors waive any right they have to "first right of refusal" on any surplus property not used for the proposed highway or other transportation projects.

Additional Terms:

1. The City shall pay the Grantor \$158,400.00 as just compensation for the property and easements.
2. The City shall be responsible for rollback taxes, if any on the property acquired under this Right of Way Contract and shall pay said rollback taxes at closing.

3. Both Grantor and the City expressly understand that each of the representations, warranties, and covenants made in this Right of Way Contract is material, and that the City is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Right of Way Contract and as of the closing date, as though such representations, warranties, and covenants had been made on each of such dates. This Right of Way Contract is contingent upon the truth of these representations and warranties and upon the Grantor's compliance with all covenants contained in this Contract.
4. Grantee's obligations in this Right of Way Contract are considered to be contractual for the purposes of the Governmental Immunity Act.

Total Selling Price: \$158,400.00

Grantor's Initials

Grantor understands this agreement is an option until approved by the West Valley City Council.

This contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed the same page.

By: [Signature] Date 12/09/15
Property Reserve Inc. (f/k/a Deseret Title Holding Corporation),
a Utah nonprofit corporation

State of Utah)
County of Salt Lake) :ss

On the 9th day of December, 2015, personally appeared before me Mark B. Gibbons, who affirmed that he is the President of Property Reserve Inc. (f/k/a Deseret Title Holding Corporation), a Utah nonprofit corporation, and that this Agreement was signed by him/her in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and he/she acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC

[Signature]
Steven J. Dale / Acquisition Agent

Date
12/30/15

[Signature]
Coby S. Wilson / Team Leader

12/30/15

Approved by Mayor Ron Bigelow

Attest: City Recorder

Exhibit A
[Form of Quit Claim Deed]

WHEN RECORDED, MAIL TO:
West Valley City
3600 South Constitution Boulevard
West Valley City, Utah 84119

Quit Claim Deed
(Corporation)
Salt Lake County

Tax ID No.	20-22-201-002
PIN No.	8557
Project No.	F-2150(1)0
Parcel No.	2150:101B:C

Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, Grantor, at 79 S. Main Street, Suite 600, Salt Lake City, Utah 84111, hereby bad doc type to WEST VALLEY CITY, a Utah municipal corporation, Grantee, at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described _____ parcel _____ of _____ land _____ in _____
Salt Lake _____ County, State of Utah, to-wit:

See **Exhibits A and B** attached hereto and incorporated by reference herein

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, taxes and assessments, and all other matters of record or enforceable at law or in equity.

GRANTOR SPECIFICALLY RESERVES, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following-minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance. Grantor cannot exercise the mineral rights from the surface of the real property described on Exhibit A or in the upper two hundred fifty (250) feet of the subsurface or engage in any activity that will weaken the stability of the road.

RESERVING unto Grantor any water rights or rights to the use of water whether appurtenant to the Property or not in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication. However, the construction of a roadway and storm drain system, installation and operation of utilities, and other activities incident to the operation of utilities or a public street shall not be construed as an interference with or violation of any water rights belonging to the Property.

PIN No. 8557
Project No. F-2150(1)0
Parcel No. 2150:101B:C



IN WITNESS WHEREOF, said Mark B. Gibbons
has caused this instrument to be executed by its proper officers thereunto duly authorized, this 9th day of December, A.D. 20 15.

Property Reserve, Inc. (fka Deseret Title
Holding Corporation), a Utah nonprofit corporation

By: [Signature]
Name (Print): Mark B. Gibbons
Its: President

STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

On this 9th day of December, 20 15 personally appeared before me Mark B. Gibbons, personally known to me to be the president of Property Reserve, Inc. (fka Deseret Title Holding Corporation), a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as for said corporation.



[Signature]
Notary Public

4822-0908-7018, v. 3

A parcel of land in fee for the widening of the existing highway 6200 South Street known as Project No. F-2150(1)0, being part of an entire tract of property situate in the NE1/4NE1/4 of Section 22, T.2S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly right of way line of the existing 6200 South Street which point is 118.66 feet S.89°38'17"E. along the monument line and centerline of that road dedication recorded in Book "H" at Page 73 as Entry Number 493035 in the office of the Salt Lake County Recorder and 8.83 feet S.00°04'51"E. along the north-south quarter section line of said section to the North Quarter Corner of said Section 22, as calculated using evidence on the ground coupled with a survey filed as S89-01-0017 with the Salt Lake County Surveyor's office and 1,339.54 feet S.89°49'51"E. along the northerly section line of said section and 57.00 feet S.00°10'09"W. and 300.00 feet S.87°35'36"E. along said southerly right of way line and 53.60 feet N.89°45'15"E. along the southerly right of way line and non-access line of the Mountain View Corridor, State Route 85 from the Salt Lake County Monument stamped 228-A, referencing the North Quarter Corner of Section 22, said point is also approximately 72.13 feet perpendicularly distant southerly from the control line of said project opposite engineer station 47+00.00; and running thence N.89°45'16"E. 125.11 feet along said southerly right of way line and non-access line to the westerly right of way line of said Mountain View Corridor; thence S.00°33'33"E. 475.82 feet along said westerly right of way line to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 48+31.15; thence N.89°49'51"W. 71.15 feet to a point 547.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+60.00; thence N.44°49'51"W. 56.57 feet to a point 507.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.00°10'09"E. 295.00 feet to a point 212.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+20.00; thence N.18°15'56"W. 63.25 feet to a point 152.00 feet perpendicularly distant southerly from said control line opposite engineer station 47+00.00; thence N.00°10'09"E. 79.87 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 52,804 square feet or 1.212 acres in area, more or less.

Ck by JJB 29 Oct 2015

(Note: All bearings in the above description equal highway bearings.)



Prepared by: (JLS) Meridian Engineering, Inc.
Revised by: (JLS) Meridian Engineering, Inc.

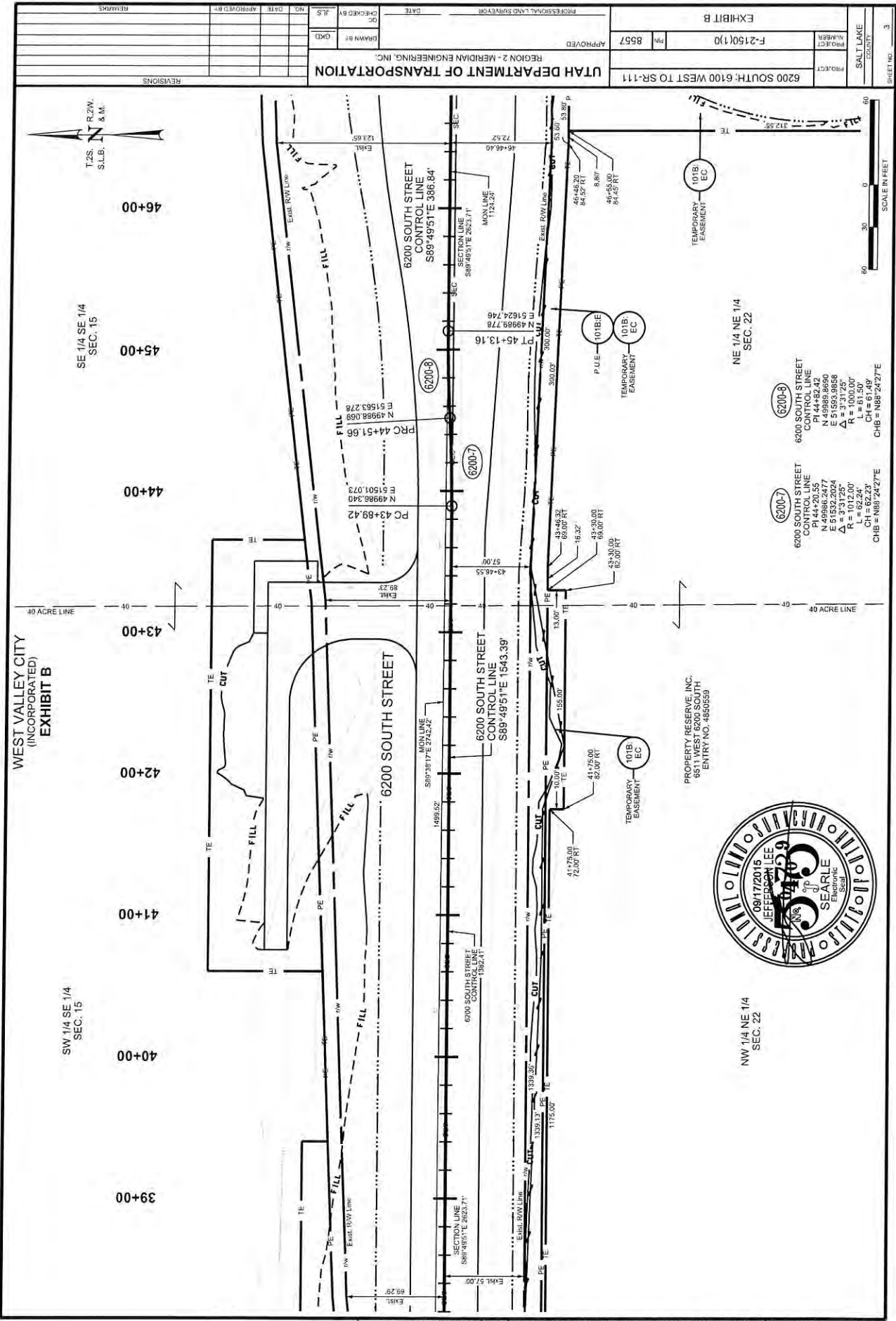
01F -5/7/2015
10/29/2015

COMPANY RW-05C (11-01-03)

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	847.00'	22°04'09"	326.25'	S75°23'51"E	324.23'
C2	819.00'	15°50'20"	226.41'	S76°46'55"E	225.60'
C3	807.00'	12°41'13"	178.69'	S77°33'12"E	178.33'
C4	5793.24'	00°09'38"	16.27'	S80°42'47"E	16.27'
C5	5793.24'	00°31'43"	53.56'	S36°53'25"E	53.56'
C6	5966.24'	00°09'13"	15.20'	S35°43'28"E	15.20'

PROJECT		6200 SOUTH, 6100 WEST TO SR-111	
PROJECT NUMBER	F-2150(110)		
DATE	8/5/7		
EXHIBIT B			
UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC. APPROVED _____ DATE _____ DRAWN BY _____ CHECKED BY _____ JLS _____ DATE _____ APPROVED BY _____ REMARKS _____ REVISIONS _____			

WEST VALLEY CITY
(INCORPORATED)
EXHIBIT B



PROJECT		6200 SOUTH-6100 WEST TO SR-111	
PROJECT NUMBER	8557	DATE	09/17/2015
APPROVED		APPROVED	
DRAWN BY		GKD	
CHECKED BY		JLS	
DATE		09/17/2015	
APPROVED BY		GKD	
REVISIONS			

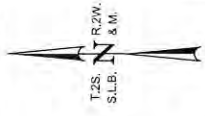


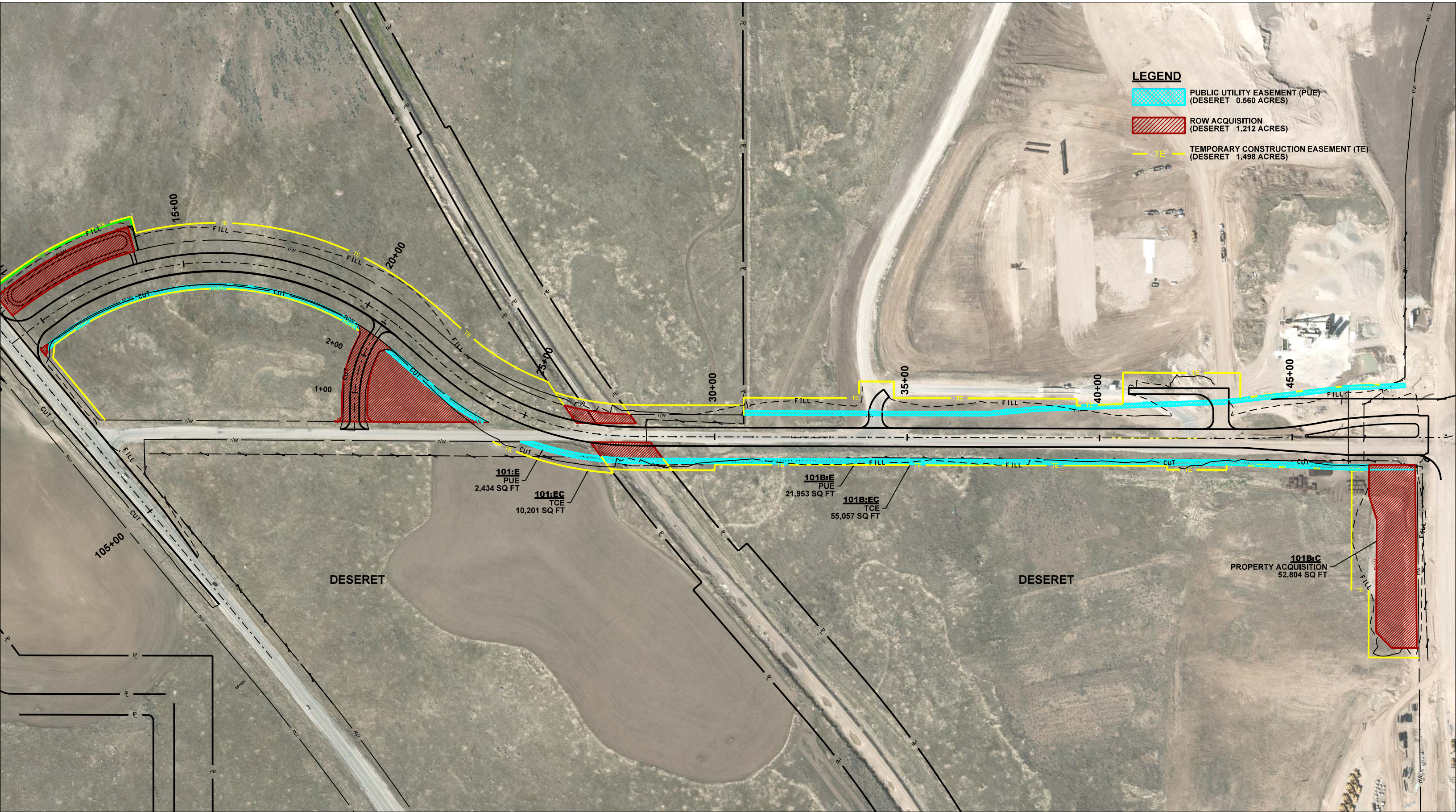
NW 1/4 NE 1/4
SEC. 22

PROPERTY RESERVE, INC.
6511 WEST 6200 SOUTH
ENTRY NO. 450959




6200-7
6200 SOUTH STREET
CONTROL LINE
PI 44+20.55
N 49°06'24.77"
E 51°53'20.24"
L = 1012.00'
R = 1000.00'
CH = 62.24'
CHB = N85°24'27"E

6200-8
6200 SOUTH STREET
CONTROL LINE
PI 44+82.42
N 49°08'36.90"
E 51°53'38.658"
L = 1000.00'
R = 1000.00'
CH = 61.49'
CHB = N85°24'27"E





LEGEND

-  PUBLIC UTILITY EASEMENT (PUE)
(DESERET 0.560 ACRES)
-  ROW ACQUISITION
(DESERET 1.212 ACRES)
-  TE TEMPORARY CONSTRUCTION EASEMENT (TE)
(DESERET 1.498 ACRES)